AGENDA

CITY OF ORMOND BEACH, FLORIDA

CITY COMMISSION MEETING

April 18, 2023

7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland
Zone 2 - Commissioner Travis Sargent
Zone 3 - Commissioner Susan Persis
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. Lieutenant John Borzner

B. National Crime Victims' Rights Week

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - March 21, 2023

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. 2023-69**: A RESOLUTION AUTHORIZING THE EXECUTION OF A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2023-70**: A RESOLUTION ACCEPTING THE PROPOSAL OF ROYAL PEST SERVICES, INC. TO PROVIDE PEST CONTROL SERVICES FOR THE CITY; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2023-71**: A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND HUBBARD CONSTRUCTION COMPANY D/B/A MID FLORIDA MATERIALS REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-72**: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF DOMESTIC WASTEWATER RESIDUALS BETWEEN THE CITY OF ORMOND BEACH AND MERREL BROS., INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

E. **RESOLUTION NO. 2023-73**: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM SEDIVISION, LLC. REGARDING INSPECTION OF THREE TANKS AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2023-74**: A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM ANDRITZ SEPARATION, INC. TO REFURBISH A CENTRIFUGE AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

G. **RESOLUTION NO. 2023-75**: A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR CORROSION INHIBITOR FROM AMAYA SOLUTIONS D/B/A AMERICAN WATER CHEMICALS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2023-76**: A RESOLUTION AUTHORIZING THE EXECUTION OF A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2023-77**: A RESOLUTION AUTHORIZING THE EXECUTION OF TWO CONSENTS TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THE NEW CORPORATE ENTITY PROVIDING GENERAL CIVIL ENGINEERING SERVICES AND TRANSPORTATION PLANNING & ENGINEERING SERVICES FROM TRAFFIC ENGINEERING DATA SOLUTIONS, INC. TO STANLEY CONSULTANTS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **RESOLUTION NO. 2023-78**: A RESOLUTION ACCEPTING A PROPOSAL FROM ATLANTIC DRAFTING & SURVEYING, INC. TO PROVIDE ENGINEERING SERVICES TO CONDUCT A TOPOGRAPHIC SURVEY OF A PORTION OF AIRPORT ROAD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

K. **RESOLUTION NO. 2023-79**: A RESOLUTION ACCEPTING THE PROPOSAL OF TRIEN & ASSOCIATES, INC. REGARDING TELECOMMUNICATION EVALUATION AND UPGRADE SERVICES; 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*

L. **RESOLUTION NO. 2023-80**: A RESOLUTION OF THE CITY COMMISSION APPROVING AND ADOPTING THE CITY'S 2023 STRATEGIC PLAN UPDATE; AND PROVIDING AN EFFECTIVE DATE.

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

M. **RESOLUTION NO. 2023-81**: A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF JEREMY GOSS; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

N. **RESOLUTION NO. 2023-82**: A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY JORDAN BANONIS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

O. **Invitation to Bid - Sidewalk Repairs, Spring Meadows**

Staff Contact: *Alex Schumann, City Engineer, (386) 676-3302*
Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

P. **Acceptance of Sexual Predator, Sexual Offender, Career Criminal, FL Career Offender and Felon Compliance & Registration MOU**
Staff Contact: *Jesse Godfrey, Police Chief, (386) 676-3500*
Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

Q. **Live Local Act, Senate Bill 102**
Staff Contact: *Steven Spraker, Planning Director, (386) 676-3341*
Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

R. **City Manager Status Report, March 2023**
Staff Contact: *Joyce Shanahan, City Manager, (386) 676-3200*
Disposition: Approve as recommended in the City Manager memorandum dated April 18, 2023.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2023-09:** 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 CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO 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*

B. **ORDINANCE NO. 2023-10:** AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE “TYMBER CREEK APARTMENTS”; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS 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*

C. **ORDINANCE NO. 2023-21:** AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1755 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **ORDINANCE NO. 2023-22:** 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 ONE PARCEL OF REAL PROPERTY TOTALING 26± ACRES LOCATED AT 475 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4113-00-00-0032) FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO SUBURBAN RESIDENTIAL (SR); 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*

E. **ORDINANCE NO. 2023-23:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-27, IMPACT FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE PROVISION OF IMPACT FEE CREDITS; 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*

F. **RESOLUTION NO. 2023-83:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR THE "ORMOND GATEWAY", A COMMERCIAL SUBDIVISION OF LAND; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. DISCUSSION AND DIRECTION ITEMS

A. **Andy Romano Beachfront Park Repair Options**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT CITY HALL COMMISSION CHAMBERS

March 21, 2023	**7:00 p.m.**	**Commission Chambers**

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. PRESENTATIONS AND PROCLAMATIONS

A. Adams, Cameron & Co. REALTORS

B. Government Finance Professionals Week

5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA

6. APPROVAL OF MINUTES

A. Minutes from City Commission meeting - March 7, 2023

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. 2023-59:** A RESOLUTION ACCEPTING A BID FROM GT DISTRIBUTORS, INC. REGARDING THE PURCHASE OF FIREARMS AND ACCESSORIES, UNDER BID NO. 2023-06; AUTHORIZING THE EXECUTION OF A PURCHASE AUTHORIZATION AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

B. **RESOLUTION NO. 2023-60:** A RESOLUTION AUTHORIZING AN ADDITIONAL EXPENDITURE OF FUNDS TO PURCHASE ONE (1) 2023 FORD POLICE RESPONDER F-150 CREW CAB; AND SETTING FORTH AN EFFECTIVE DATE.

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

C. **RESOLUTION NO. 2023-61:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TRAFFIC CALMING SPEED TABLES FROM TRAFFICLOGIX CORP.; AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION AND SETTING FORTH AN EFFECTIVE DATE.

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

D. **RESOLUTION NO. 2023-62:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT, INC. TO PROVIDE ENGINEERING DESIGN SERVICES REGARDING THE WATER RECLAMATION FACILITY ULTRAVIOLET DISINFECTION CONVERSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

676-3292

E. **RESOLUTION NO. 2023-63:** A RESOLUTION ACCEPTING THE BID OF RIC-MAN CONSTRUCTION FLORIDA, INC. REGARDING THE 2023 STORM AND SEWER LINING PROJECT, UNDER BID NO. 2023-15; REJECTING ALL OTHER BIDS; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

F. **RESOLUTION NO. 2023-64:** A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE PERFORMING ARTS CENTER RENOVATION PROJECT; 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*

G. **RESOLUTION NO. 2023-65:** A RESOLUTION APPROVING AND ADOPTING A STORMWATER MASTER PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **RESOLUTION NO. 2023-66:** A RESOLUTION ACCEPTING THE PROPOSAL OF AMERICAN JANITORIAL, INC., REGARDING PROFESSIONAL JANITORIAL SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. **RESOLUTION NO. 2023-67:** A RESOLUTION ACCEPTING THE PROPOSAL OF TRAUMA SKATEBOARDS, LLC REGARDING MANAGEMENT AND OPERATION OF THE CONCESSION STAND AT THE NOVA SKATE COURT; AUTHORIZING THE EXECUTION OF AN AGREEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

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

J. **Intent to Bid - CDBG - North Ridgewood Ave. East Side Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 21, 2023.

K. **Request for Proposals Utility Rate and Impact Fee Update**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 21, 2023.

L. **Approval of Travel by the City Commission**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 21, 2023.

M. **City Manager Status Report, March 2023**

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

Disposition: Approve as recommended in the City Manager memorandum dated March 21, 2023.

8. PUBLIC HEARINGS

A. **ORDINANCE NO. 2023-16:** AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-28, UTILITY INSTALLATION FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE FEE SCHEDULE FOR METER COSTS; 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. 2023-17:** AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (N), FENCES AND WALLS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO ALLOW A FENCE OR WALL SETBACK LESS THAN THREE FEET (3') TO A RIGHT-OF-WAY WITH REVIEW AND APPROVAL OF THE SITE PLAN REVIEW COMMITTEE; 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. 2023-18:** AN ORDINANCE AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-03, SITE PLAN REVIEW COMMITTEE (SPRC) ESTABLISHED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE SPRC COORDINATING LIAISON AND UPDATING THE PROCESS FOR NEIGHBORHOOD MEETINGS; 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. **RESOLUTION NO. 2023-68**: A RESOLUTION APPROVING A SPECIAL EXCEPTION DEVELOPMENT ORDER AUTHORIZING TWO PARKING SPACES IN THE SOUTHEAST CORNER OF THE PARKING LOT OF THE ORMOND MEMORIAL ART MUSEUM AND GARDENS AT 78 EAST GRANADA BOULEVARD TO BE USED FOR THE PLACEMENT OF A COTTAGE STYLE GARDEN SHED; AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. FIRST READING OF ORDINANCES

A. **ORDINANCE NO. 2023-19:** AN ORDINANCE EXTENDING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE CONTINUED EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES ISSUED FOR THE REMOVAL OF CERTAIN TREES; ESTABLISHING A METHOD OF ENFORCEMENT OF THE FLORIDA BUILDING CODE SUCH THAT ON-SITE PERMITS MAY BE ISSUED BY APPROPRIATE CITY STAFF FOR REPAIR OF DAMAGE CAUSED BY HURRICANE IAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

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

B. **ORDINANCE NO. 2023-20:** AN ORDINANCE EXTENDING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE CONTINUED EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES ISSUED FOR THE REMOVAL OF CERTAIN TREES; ESTABLISHING A METHOD OF ENFORCEMENT OF THE FLORIDA BUILDING CODE SUCH THAT ON-SITE PERMITS MAY BE ISSUED BY APPROPRIATE CITY STAFF 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: *Steven Spraker, Planning Director, (386) 676-3341*

10. SECOND READING OF ORDINANCES

A. **ORDINANCE NO. 2023-14:** AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 7:02 p.m.

Item #2 – Invocation

Pastor Cord Beach, Tomoka Christian Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentation and Proclamations

Item 4A – Adams, Cameron & Co. REALTORS

Mayor Partington presented a proclamation to the Adams, Cameron & Co. REALTORS for their 60-year anniversary. He discussed the company's history and contributions within the community.

Item 4B – Government Finance Professionals Week

Mayor Partington presented the Ormond Beach Finance Director, Kelly McGuire, and Assistant Finance Director, Chris Byle, with a proclamation recognizing Government Finance Professionals Week and discussed the great work the finance department does with the yearly budget and Capital Improvement Programs.

Item #5 – Audience Remarks

Ms. Shawn Harmon, 183 Rosewood Avenue, voiced concerns regarding traffic at the intersections of McIntosh Road and Melrose Avenue and Melrose Avenue and North Yonge Street. She explained she had over 30 signatures obtained supporting her concerns from surrounding neighbors and noted she spoke with Public Works Director, Shawn Finley, regarding the matter.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the March 7, 2023, meeting had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the March 7, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Mayor Partington informed the Commission staff wished to pull an item from the Agenda.

Ms. Joyce Shanahan stated staff wished to pull Item 10A Ordinance 2023-14 to allow the Leisure Services Advisory Board (LSAB) to provide input.

Commissioner Persis moved, seconded by Commissioner Briley, to table Item 10A, Ordinance 2023-14.

Commissioner Tolland and Mayor Partington discussed their support of bringing the item before the LSAB.

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

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

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

Comments on the Consent Agenda

Commissioner Persis discussed her support of Items 7A, regarding the bid award for upgraded firearms and accessories for the police department, 7B, regarding the increase to the purchase order to upgrade to a 2023 model for the F150 Police Responder vehicle and 7F, regarding the work authorization for construction management for the Performing Arts Center (PAC.)

Commissioner Sargent discussed his support of Item 7A and noted the price seemed high but explained the city was receiving close to at cost. He noted inflation effected many items on the consent agenda.

Commissioner Tolland voiced her support of Item 7F.

Commissioner Briley echoed the support previously stated by other commissioners.

Mayor Partington explained he was excited for Items 7D, regarding the design process for the Water Reclamation Facility Ultraviolet disinfection conversion and Item 7F.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – LDC Amendment: Section 1-28, Utility Installation Fees (Meters)

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-16

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-28, UTILITY INSTALLATION FEES, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY UPDATING THE FEE SCHEDULE FOR METER COSTS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-16, on second reading, as read by title only.

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

Item #8B – LDC Amendment: Section 2-50(n) Fences and Walls

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-17

AN ORDINANCE AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE III, GENERAL REGULATIONS, SECTION 2-50, ACCESSORY USES, SUBSECTION (N), FENCES AND WALLS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, TO ALLOW A FENCE OR WALL SETBACK LESS THAN THREE FEET (3') TO A RIGHT-OF-WAY WITH REVIEW AND APPROVAL OF THE SITE PLAN REVIEW COMMITTEE; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-17, on second 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 #8C – Land Development Code Amendment: Section 4-03, Site Plan Review Committee (SPRC) Established

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-18

AN ORDINANCE AMENDING CHAPTER 4, PLAN REVIEW AND SUBDIVISION, ARTICLE I, SITE PLAN REVIEW PROCEDURES, SECTION 4-03, SITE PLAN REVIEW COMMITTEE (SPRC) ESTABLISHED, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY AMENDING THE SPRC COORDINATING LIAISON AND UPDATING THE PROCESS FOR NEIGHBORHOOD MEETINGS; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Tolland moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-18, on second reading, as read by title only.

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

Item #8D – 78 East Granada Boulevard, Ormond Memorial Art Museum & Gardens: Special Exception for Cottage Style Garden Shed

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-68

A RESOLUTION APPROVING A SPECIAL EXCEPTION DEVELOPMENT ORDER AUTHORIZING TWO PARKING SPACES IN THE SOUTHEAST CORNER OF THE PARKING LOT OF THE ORMOND MEMORIAL ART MUSEUM AND GARDENS AT 78 EAST GRANADA BOULEVARD TO BE USED FOR THE PLACEMENT OF A COTTAGE STYLE GARDEN SHED; AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Steven Spraker, Planning Director, explained the Ormond Memorial Art Museum was requesting to install a cottage style shed in the rear parking lot which would remove two parking spaces.

Commissioner Tolland, Commissioner Persis and Commissioner Briley discussed their support of the item and the gardener, Ms. Jeannette Taylor.

Ms. Stephanie Mason-Teague, Ormond Memorial Art Museum and Gardens, recognized Ms. Taylor for all her work on the gardens.

Mayor Partington recognized Ms. Taylor and discussed his support of the item and the museum.

Commissioner Persis moved, seconded by Commissioner Briley, for approval of Resolution No. 2023-68, as read by title only.

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

Mayor Partington closed the public hearings.

Item #9 – First Reading of Ordinances

Item #9A – Extension to Ordinance Declaring a State of Emergency Caused by Hurricane Ian

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-19

AN ORDINANCE EXTENDING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE CONTINUED EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES ISSUED FOR THE REMOVAL OF CERTAIN TREES; ESTABLISHING A METHOD OF ENFORCEMENT OF THE FLORIDA BUILDING CODE SUCH THAT ON-SITE PERMITS MAY BE ISSUED BY APPROPRIATE CITY STAFF FOR REPAIR OF DAMAGE CAUSED BY HURRICANE IAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND SETTING FORTH AN EFFECTIVE DATE. **(FIRST AND ONLY READING)**

Mr. Spraker explained the item was to extend the emergency administrative procedures from Hurricane Ian and noted the next item was for Hurricane Nicole. He stated the item was in accordance with the State of Florida Governor's Office and Volusia County extensions.

Commissioner Tolland inquired when the fees would go back in place; whereby, Mr. Spraker explained it would depend on the state and county.

Ms. Shanahan noted the fee waiver was only for hurricane repairs.

Commissioner Briley stated citizens could have issues with scheduling contractors or obtaining materials.

Mr. Randy Hayes, City Attorney, clarified once the Governor's orders end the city's would as well.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-19, on the first and only reading, as read by title only.

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

Item #9B –Extension to Ordinance Declaring a State of Emergency Caused by Hurricane Nicole

City Clerk Susan C. Dauderis read by title only:

ORDINANCE NO. 2023-20

AN ORDINANCE EXTENDING TEMPORARY EMERGENCY ADMINISTRATIVE PROCEDURES TO PROVIDE FOR THE CONTINUED EXPEDITIOUS AND COORDINATED MANAGEMENT OF BUILDING PERMIT APPLICATIONS AND FEES; WAIVING SPECIFIC PERMITS AND FEES ISSUED FOR THE REMOVAL OF CERTAIN TREES; ESTABLISHING A METHOD OF ENFORCEMENT OF THE FLORIDA BUILDING CODE SUCH THAT ON-SITE PERMITS MAY BE ISSUED BY APPROPRIATE CITY STAFF 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. 2023-20, on the first and only 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 #10 – Second Reading of Ordinances

Item #10A – Amendment to the Composition of the Leisure Services Advisory Board

ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING SECTION 2-221, LEISURE SERVICES ADVISORY BOARD, OF ARTICLE VI, BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES, BY AMENDING COMPOSITION AND TERMS; PROVIDING TERMS AND CONDITIONS; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Item #11 – Reports, Suggestions, Requests

Events and Congratulations

Ms. Shanahan reviewed upcoming meetings including a Shade meeting on April 18, 2023, budget workshops, public meetings with the consultant regarding impact fees and meetings with the Public Works Department and Advent Health regarding the mental health initiative for the parks. She discussed potential dates for the first meeting in August as Commissioner Persis stated she had a prior commitment at the March 7, 2023, meeting; whereby, Commissioner Persis clarified her prior commitment was resolved and would be able to attend the regularly scheduled meeting.

Mr. Hayes stated there may be a need for a Shade meeting due to litigation matters on three cases that may go to court. He noted Florida Statutes required him to make the announcement and explained there was a chance the claims could get settled before going to court. He stated the trials would be held in May and would have the City Managers office schedule the Shade meeting once confirmed.

Commissioner Tolland congratulated the Adams, Cameron & Co. REALTORS and Ms. McGuire, Mr. Byle and their finance team. She reviewed the upcoming Celtic Festival hosted by Ormond Beach MainStreet, sidewalk banding project, the Florida Department of Transportation (FDOT) meetings and educational program at Vadner Park. She discussed the concerns presented by Ms. Harmon.

Commissioner Sargent discussed his meeting with Ms. Shanahan and explained he requested for the mulch in the medians to be shaved down.

Commissioner Persis congratulated the Adams family for their success and contributions to the community. She also congratulated Ms. McGuire and Mr. Byle for their hard work throughout the year. She discussed the First Step Homeless Shelter and their upcoming meeting.

Commissioner Briley discussed events he attended including a Young Men's Christian Association (YMCA) event. He congratulated the finance team and thanked Mayor Partington for including him in the Adams, Cameron & Co. REALTORS presentation. He thanked Deputy Public Works Director, Kevin Gray, and Ms. Shanahan for their attention to the South Beach Street sidewalks. He congratulated Mr. Hayes on his 30 years with the City of Ormond Beach.

Mayor Partington discussed the Teacher of the Quarter event and his support of the event.

Police Department

Ms. Shanahan stated the police department completed the accreditation process and was pending the final report and results noting the exit interview showed one finding out of 200 standards was not in compliance, but explained it was corrected on site. She reviewed Bike Week statistics include traffic stops, citations, arrests and reports. She discussed a rescue by the police department of an elderly woman. She announced Lieutenant John Borzner graduated from the University of Louisville Southern Police Institute Command Office Development Course.

Commissioner Tolland thanked the Police Department for their assistance with the rescue of the elderly woman.

Commissioner Sargent inquired if staff could highlight the work of the Police Athletic League (PAL) on social media.

Commissioner Sargent, Commissioner Persis and Commissioner Briley congratulated the police department on their work with the accreditations.

Fire Department
Ms. Shanahan reviewed the staffing needs of the fire department.

Commissioner Briley thanked the fire department for their hard work and discussed their appearance on the television show On Patrol.

Information Technology
Ms. Shanahan stated the Information Technology (IT) department issued a Request for Proposal (RFP) for telecommunications to update the phone system. She discussed the laptop updates for the police department and their staffing needs.

Requests
Commissioner Sargent inquired if staff could look into the repairs around the Ormond Beach Sports Complex facilities. He asked when the Tymber Creek apartment items would be brought back before the Commission; whereby, Mr. Spraker stated the applicant was tentatively planning on the April 18, 2023 City Commission meeting. He inquired when the light replacement on the bridge was set to happen; whereby, Ms. Shanahan stated staff was waiting on FDOT, Florida Power and Light and parts.

Item #12 – Adjournment

The meeting was adjourned at 7:57 p.m.

APPROVED: April 18, 2023

BY: _____
Bill Partington, Mayor

ATTEST:

_____
Susan Carroll Dauderis,
City Clerk

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.A
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-69
Strategic Goal:	Public Safety – Other		
Department :	Police Department		
Subject:	Voluntary Cooperation Mutual Aid Agreement to continue to participate in the Orlando Regional Operations Center Child Abduction Response Team		
Budget Impact:	There are no costs associated with this agreement.		
Summary:	The Ormond Beach Police Department has been involved in this agreement since 2012. The goal of the Child Abduction Response Team is to provide a pool of specialized investigators to focus on dedicated and intensive investigation, preventative, and general law enforcement efforts primarily with regard to abducted children.		
Recommended Action:	Staff recommends the approval of this agreement with the Florida Department of Law Enforcement.		
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500		

Approval:

Kelly McGuire, Finance Director	3/8/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	3/28/2023	
Joyce Shanahan, City Manager	3/30/2023	Joyce Shanahan

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: April 18, 2023

Subject: Voluntary Cooperation Mutual Aid Agreement to continue to participate in the Orlando Regional Operations Center Child Abduction Response Team

Commission Goal: Public Safety – Other

Introduction

This is a request for the City Commission to approve a voluntary cooperation Mutual Aid agreement between the participating agencies and the Florida Department of Law Enforcement to continue to participate in the Orlando Regional Operations Center Child Abduction Response Team.

Background

The amount of law enforcement resources needed to respond to a child abduction cannot be understated. By participating in this agreement since 2012, the Ormond Beach Police Department has and continues to provide the most efficient and effective response in this area.

Discussion

The goal of the Child Abduction Response Team is to provide a pool of specialized investigators to focus on dedicated and intensive investigation, preventative, and general law enforcement efforts primarily with regard to abducted children.

Budget Impact

There are no costs associated with this agreement.

Citizen Impact

Continuing participation in this agreement will enhance the ability of the Police Department to provide the most efficient and effective police services to the public in regards to an abducted child.

Recommendation

Staff recommends the approval of this agreement with the Florida Department of Law Enforcement.

Attachments:

1. 23-69 Mutual Aid w-FDLE - CART (P23-0050G)
2. OROC CART MAA
3. OROC Agency Acceptance Template

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: March 08, 2023

Claire Whitley, Assistant City Manager — Date: March 28, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: March 30, 2023

RESOLUTION NO. 2023-69

A RESOLUTION AUTHORIZING THE EXECUTION OF A VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this Agreement is being entered into pursuant to Section 23.12, *Florida Statutes* (et.seq), the Florida Mutual Aid Act, and

WHEREAS, the Florida Department of Law Enforcement has formed a multi-agency effort known as the Child Abduction Response Team ("CART") in order that member agencies may allocate resources and provide law enforcement services aimed at rescuing abducted children, and

WHEREAS, the city's professional staff believes it to be in the best interest of the health, welfare and safety of the general public that the City participate in CART as a member agency, and

WHEREAS, the City Commission concurs with the said recommendation, now therefore,

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

SECTION ONE. The Mayor, City Manager, and Police Chief are hereby authorized and directed to execute a Voluntary Cooperation Mutual Aid Agreement between the

City and the Florida Department of Law Enforcement, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED, this 18th day of April, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2023\04-18-23\23-69 Mutual Aid w-FDLE - CART (P23-0050G).docx

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM AN ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, Saint Lucie, and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statues, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2025, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Florida Department of Law Enforcement (FDLE):

J. Mark Glass, Commissioner
Florida Department of Law Enforcement

01 FEB 2023
Date

Legal Review by RJS (attorney initials)

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the County Sheriff's Office

_____

Name Of Sheriff
County Sheriff

_____

Date of Execution

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the City Police Department

_____

Name Of Chief
Chief of Police

_____

Date of Execution

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.B
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-70
Strategic Goal:	Quality of Life – Other		
Department :	Leisure Services		
Subject:	Pest Control Proposal Acceptance		
Budget Impact:	The Facilities Renewal and Replacement Fund FY 2022-2023 Budget includes funds for various Miscellaneous Crafts & Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. Larger trade projects (in excess of $25,000) are not included in this contract and would be bid separately.		
Summary:	This is a request to approve the Royal Pest Services as a new contractor for the Miscellaneous Crafts and Trades Services - Pest Control.		
Recommended Action:	Staff recommends that Royal Pest Services be awarded the Miscellaneous Crafts and Trades Services - Pest Control contract for the City of Ormond Beach.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		

Approval:

Kelly McGuire, Finance Director	4/10/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/10/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

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: Robert Carolin, Leisure Services Director

Date: April 18, 2023

Subject: Pest Control Proposal Acceptance

Commission Goal: Quality of Life – Other

Introduction

This is a request that the City Commission authorize the award of contracts for "Miscellanous Crafts & Trades Services- As Needed" for Pest Control.

Background

In February of 2023, staff notified the City Commission of the intent to advertise RFP #2023-20 with the objective of being able to select one contractor for Pest Control services for various buildings and park facilities throughout the City.

Discussion

The City received and opened the proposals for the miscellaneous crafts and trades on February 22, 2023. The two contractors that submitted proposals for Pest Control were Pestmester Services of the Villages and Royal Pest Services.

The proposals came in at varying prices as illustrated on the attached evaluation sheets and were reviewed by the three members on the evaluation committee, comprised of John Fowler, Building Maintenance, Bill Rose, Contract Manager, and Mike Demchak, Contract Manager, at the March 3, 2023 evaluation meeting. The proposals were evaluated based on a scoring scale of 0-10 with 10 being the highest rating and 0 being the lowest rating. The evaluation criteria per the RFP is as follows:

-Contractor's Price 50% - Scoring by the evaluation committee was based on overall pricing.
-Contractor's Licensing & Insurance Requirements 10% - Scoring by the evaluation committee was based on contractor's provision of all required documents pertaining to mandatory licenses and insurance.
-Contractor's References 20% - Scoring by the evaluation committee was based on a

list of satisfactory references for at least three similar projects or work of a similar nature.
-Contractor's Years of Experience in Field 20% - Scoring by the evaluation committee was based on contractor's years of experience in their field as provided in their proposal.

Based on the highest overall scores, the Evaluation Committee chose the following contractor to be awarded as the new contractors, with contract terms to begin upon expiration of the current contract: Pest Control - Royal Pest Services.

Budget Impact

The Facilities Renewal and Replacement Fund FY 2022-2023 Budget includes funds for various Miscellaneous Crafts & Trades projects. Additionally, smaller projects which are done on an as-needed basis are funded through the General Fund Building Maintenance account. Larger trade projects (in excess of $25,000) are not included in this contract and would be bid separately.

Citizen Impact

In having a miscellaneous crafts and trades services contract in place, the City has the ability to provide much needed repairs and improvements in a timely manner and at a more competitive price, both of which are important to citizens.

Recommendation

Staff recommends that Royal Pest Services be awarded the Miscellaneous Crafts and Trades Services - Pest Control contract for the City of Ormond Beach.

Attachments:

1. 23-70 Pest Control-Royal Pest Svcs (P23-0065G)
2. Royal Pest Svcs agreement
3. Score Summary

Approvals:

Kelly A. McGuire

Date: April 10, 2023

Kelly McGuire, Finance Director

Date: April 10, 2023

Claire Whitley, Assistant City Manager



Date: April 12, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-70

A RESOLUTION ACCEPTING THE PROPOSAL OF ROYAL PEST SERVICES, INC. TO PROVIDE PEST CONTROL SERVICES FOR THE CITY; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for pest control services (City RFP No. 2023-20), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff evaluated the two (2) proposals received and determined the most advantageous proposal for the City is the proposal submitted by Royal Pest Services, Inc., and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Royal Pest Services, Inc. to provide pest control services for the City at the prices set forth in its proposal and to execute an Agreement, a copy of said proposal being incorporated in the Agreement which is attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The proposal of Royal Pest Services, Inc. to provide pest control services for the City is hereby accepted.

SECTION TWO. All other proposals to provide the aforedescribed services for the City shall be deemed rejected upon the execution of an agreement with Royal Pest Services, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Royal Pest Services, Inc. for pest control services and to pay the cost thereof from the Facilities Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 18th day of April, 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 **Royal Pest Services, Inc.** ("Contractor"), 6894 Phillips Parkway Dr. No., Jacksonville, FL 32256, 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 ("Miscellaneous Crafts & Trades Services (As Needed), RFP 2023-20") 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.

   Written Work Authorizations are required prior to proceeding which shall include: a written "not-to-exceed" or "firm fixed-price" estimate on all work that is likely to exceed five hundred dollars ($500.00), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of one (1) year. This Agreement shall be automatically renewed for one-year periods (not to exceed four renewals) unless either party provides at least sixty (60) days prior written notice of its intent not to renew.

3. **Consideration.** Contractor shall 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.

   No single project estimated to cost over $25,000.00 will be performed under the terms of this Agreement. The City will solicit sealed bids for projects estimated to exceed $24,999.00 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

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	**Royal Pest Services, Inc.**
Joyce Shanahan, City Manager	Jordan Harrington, President
(copy to City Attorney)	6894 Phillips Parkway Dr. N.
22 South Beach Street	Jacksonville, FL 32256
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

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

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

$100,000 Each Accident Bodily Injury by Accident
$100,000 Each Employee Bodily Injury by Disease

$500,000 Policy Limit Bodily Injury by Disease

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

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

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2023.

Witnesses:

ROYAL PEST SERVICES, INC.

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

Exhibit "A"

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Miscellaneous Crafts and Trades Services (As Needed) - REBID**

RFP NUMBER: **2023-20**

RFP OPENING DATE & TIME: **February 22, 2023 2:00PM**

RFP OPENING LOCATION: **City Hall Training Room (breezeway)**

PRE-SUBMITTAL MEETING: **NA**

Submittals Received After the Above Date and Time Will Not Be Accepted.

PROPOSER'S NAME: Royal Pest Services, Inc.

PROPOSER'S MAILING ADDRESS: 6894 Phillips Pkwy DR N.

CITY-STATE-ZIP: Jacksonville, FL 32256-1575

F.E.I.N.: 59-3295970

PHONE NUMBER: (904) 886-2847

FAX NUMBER:

If returning as a "No Submittal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Rick Veer
NAME (TYPED)

Manager
TITLE

2/3/2023
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: **The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package).** The delivery of said submittal to the **Purchasing Office, City Hall, 22 South Beach Street, Room 101, Ormond Beach FL 32174**, on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be

modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)676-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

CITY OF ORMOND BEACH
REQUEST FOR PROPOSAL
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

STATEMENT OF PURPOSE:

The City of Ormond Beach, Florida, is soliciting proposals and intends to select one or more qualified contractors interested in performing repair and renovation services at City facilities on a time and materials basis. It is the intent of the City to enter in to a contractual agreement (or agreements) with crafts and trades contractors to do work on an "as needed" basis. The contract(s) will be for miscellaneous short-term projects requiring services relative to the following fields of work: plumbing; flooring; elevator inspections and repairs, including wheelchair lifts and pest control. Contractors may submit quotations for one, more than one, or all of the aforementioned fields of work.

AWARD OF CONTRACT:

The City of Ormond Beach reserves the right to award one or more, all-inclusive contracts or to award multiple, field-of-work specific contracts, whichever is in the best interest of the City. However, it is anticipated that multiple awards will be made. The City seeks to accept the most responsive, responsible proposal(s), thus allowing City departments to choose the contractor(s) that best meets their requirements based on factors including, but not limited to, price, availability, and experience.

TERM OF AGREEMENT:

The initial term of this Agreement shall be for a period of one (1) year. The Contract shall be automatically renewed for one (1) year periods unless either party provides a written notice of non-renewal sixty (60) calendar days prior to the Contract expiration date not to exceed four (4), additional one year terms.

SUBMITTAL INSTRUCTIONS:

Proposal Delivery: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall down stairs in Room 101, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this

RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

GENERAL INSTRUCTIONS:

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks.

Quantities: The services listed in this RFP will be ordered on an "AS NEEDED" basis by the City of Ormond Beach. No firm statement of quantity, totally or individually, can be made. Any quantity listed herein is an "estimated quantity" and does not bind the City to issue any work orders under the terms of this RFP or resulting contract. The City does not know how often services will be required during the life of the contract however, a yearly expenditure of approximately $900,000 for miscellaneous crafts and trades services is anticipated. That amount is an estimate of the combined yearly expenditure for all fields of work and may increase or decrease due to unknowable circumstances. For the duration of the agreement, the City reserves the right to purchase more than or less than any amounts listed herein, depending entirely upon the City's needs.

Response Time: Contractor shall be able to start all non-emergency projects within five (5) working days of authorization from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate. Contractor shall respond to calls for emergency service within four (4) hours after notification from the City. For the purpose of this proposal, an "emergency" is defined as any conditions which is a threat to the health, welfare or safety of people and/or property or a condition that will adversely affect an essential public service, as determined solely by the City. **Contractor shall provide a twenty-four hour call answering services.**

Work Standards: All work shall be performed according to the standards of the industry and to the complete satisfaction of the City. All work shall conform fully with the City of Ormond Beach Code of Ordinances. Contractor shall be licensed by the State of Florida and registered by the City. All contractors and subcontractors performing service for the City are required and shall comply with all Occupational Safety and Health

Administration (OSHA) standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also Contractor (and subcontractors) shall be held totally responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

Material and Parts: All materials and parts to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable by the City of Ormond Beach. All equipment, material and parts that the City desires to salvage shall be removed and stored in an area selected by the City.

Warranty: All work performed by the Contractor, under this Contract, shall be warranted by the Contractor to be free from defects for a period of not less than one (1) year. The contractor shall promptly correct work rejected by the City as failing to conform to the requirements of the contract documents. The Contractor shall bear the cost of correcting such rejected work. Recurring problems, which the City determines to be directly attributable to the work of the Contractor, shall be remedied by the Contractor, at no additional expense to the City. All parts, materials and equipment installed by the Contractor shall be new and shall have full manufacturer's warranty in place, said warrantees being fully transferable to the City. Any damages to City property caused by the Contractor's personnel while performing work under this contract shall be fully repaired at the Contractor's expense.

Charges: Billable hours paid under this contract shall be only for productive hours at the job site or for work performed at the Contractor's shop. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is to be considered Contractor's overhead and shall be included in the hourly rates quoted for labor or services.

Regular service calls shall be made available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City recognized holidays. Work requested outside of these times shall be considered "after hours" service and may be charged at the rates specified in the proposal.

Invoices for materials and/or equipment supplied and installed by the Contractor shall show Contractor's actual cost, including any and all discounts offered by their supplier, plus the agreed upon percentage markup. Material and equipment prices are subject to verification. **The City reserves the right to furnish the necessary materials or equipment, and may do so when deemed to be in its best interest of the City.**

Annual Rate Adjustment: Following the first full year of the contract, and if the contract is allowed to automatically renew, the Contractor's rates may be adjusted annually for changes in the cost of doing business. Requests for adjustments shall be made, in writing, to the City's Facilities Maintenance Contract Manager, no later than June 1, of each contract year. The rate adjustment may reflect up to the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Consumers, as published by the U. S. Department of Labor, Bureau of Labor

Statistics, for the preceding July 1 – June 30 period. **The maximum increase for any annual period shall be four percent (4%), which will only apply to the future year.** Increases will not be retroactive. The adjusted rate, if approved, shall take effect on October 1, of the year in which approved. If the parties cannot agree to such an adjustment, either party may terminate this Agreement sixty (60) days from the receipt of a written notice of termination.

Estimates: Contractor shall provide written "not-to-exceed" or "firm fixed-price" estimates on all work that is likely to exceed five hundred dollars ($500), except for emergency calls. This estimate shall include the estimated number of hours, hourly rate, number and types of employees required, estimated material cost and number of calendar days required for project completion. Contractor shall verbally respond to requests for estimates for non-emergency work within two (2) business days of the request, and provide written estimates within three (3) business days thereafter. It shall be the Contractor's responsibility to ensure they have all the information necessary to prepare fair and accurate estimates.

Competitive Price: It is the City's intent to get the best quality work at a competitive price. If, in the City's opinion, an estimate seems unreasonable, the City will inform the Contractor. If an agreement on a competitive price cannot be reached, the City may elect to use another contractor to perform the work.

Purchase Orders: Work exceeding City of Ormond Beach purchasing threshold will be authorized through a City purchase order. Purchase orders issued pursuant to the pending work will include only the cost of labor, materials and parts as noted in the Price Schedule.

Large Projects: No single project estimated to cost over $25,000 will be performed under the terms of this contractual agreement. The City will solicit sealed bids for projects estimated to exceed $24,999 in total cost, and will award the work to the Contractor submitting the lowest responsive and responsible bid.

Workmanship And Inspection: All work under the resulting contract shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any Contractor employee from the work that the City desires. Further, the City may, from time to time, make inspections of the work performed under this contract. Any inspection by the City does not relieve the Contractor from any responsibility regarding defective parts, equipment or service.

Unsatisfactory Work: In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the City and shall correct the work at no additional cost to the City. All emergency work shall be corrected immediately. Non-emergency work shall be corrected within twenty-four (24) hours of notification.

Clean-Up: The Contractor shall be responsible for removing all debris from the site and cleaning affected areas. Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by

the City's representative, shall remove such debris and materials from the property. The Contractor shall leave all affected areas as they were prior to beginning work.

Protection Of Property: The Contractor shall make necessary repairs to in such a manner that does not damage property. In the event damage occurs to property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be deducted from the monies due the Contractor.

Protection Of Materials: It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment. The Contractor shall obtain the permission of the City's representative regarding any needed storage of materials, parts and equipment. Such storage shall be done in such a manner as not to interfere with the City's daily operations. Contractor shall be held reasonable for any and all accidents caused by negligence from this source. The City does not accept responsibility for losses of material or equipment regardless of approval to store in any of the using institution's facilities or grounds.

Employees Of The Contractor: No one, except authorized employees of the Contractor, are allowed on job premises. Contractor's employees are NOT to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the Contractor. At the City's option, security screenings of all Contractor employees performing work may be required.

CITY'S RESPONSIBILITIES:

The City's Facilities Maintenance Contract Manager (or his designee) shall be responsible for:

- Instructing the Contractor of the scope of work and of the materials and parts which may be needed, when applicable.
- Approving a record of time and materials used for the job and state on the work ticket that they have inspected and accepted the work performed and the date.
- In the event that overtime rates are required to complete the work, prior approval shall be obtained from the City's representative.
- Processing invoices for labor, materials and parts supplied and installed by the Contractor in a timely manner. Invoices shall show Contractor's actual cost of materials and parts (including any and all discounts offered by their supplier) plus the agreed upon percentage markup. Material and parts prices are subject to verification. The City reserves the right to furnish the necessary materials and parts, and may do so when deemed to be in its best interest of the City.

Payment: Payment will be made only after satisfactory completion of the work. Invoices approved by the Facilities Maintenance Contract Manager (or his designee) will be paid by the City within thirty (30) days, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices, along with signed work report recording time and material for each job performed to the City's Facilities Maintenance Contract Manager or, Leisure Services Department, 501 N. Orchard Street, Ormond Beach, FL 32174. When billing by monthly statement, submit statements directly to the Accounts Payable office, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach FL 32174.

Evaluation Criteria: Proposals will be evaluated based on the following criteria:

- Contractor's Price. (50pts)
- Contractor's years of experience in the field. (20pts)
- Contractor's ability to meet all licensing and risk management requirements. (10pts)
- Contractor's references and past experiences. (20pts)

CONTRACTOR'S RESPONSIBILITIES:

Contractor's Qualifications: By responding to this Request for Proposal, the Contractor warrants and represents itself to be experienced and an expert in the field of service(s) contemplated. Contractor further understands that in awarding an agreement, the City of Ormond Beach is relying upon the representations and warranties of the Contractor(s) herein contained.

Contractors are required to be "certified contractors", licensed and insured in the State of Florida. Respondents shall accompany their proposal with a current copy of their contractor's license and insurance.

In addition to the above, each Contractor is required to submit the following information:

- A statement showing that the Contractor can meet all **licensing and risk management requirements** and has the experience, ability and equipment to perform the work described herein, and has been actively and regularly engaged in the business, performing the type of work described herein, for a minimum of five (5) years. Submit copies of current licenses and insurance.
- A list of **satisfactory references** for at least three (3) similar projects or work of a similar nature. For each reference, include the name and location of the project or work; the name, address, telephone and fax number of the project manager or authorized contact person; and a brief description of the work.

Proposals received without the requested information may be considered non-responsive.

Contractor General Supervision: Daily, the Contractor shall visit the work site to ensure that the services are being accomplished correctly and safely, and that the progress being made is sufficient to meet the project schedule. Based on the daily site visit, the Contractor shall work jointly and cooperatively to resolve project quality and scheduling problems with the City's Facilities Maintenance Contract Manager (or his designee). The cost of Contractor's general supervision shall be an element of the Contractor's overhead burden in the applicable hourly labor rates.

Working Supervisor Defined: The Working supervisor shall have the ability to plan, organize, direct, and prioritize the work of the Contractor's personnel and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances, regulations, recordkeeping and reporting duties. Typical responsibilities of a Working supervisor shall include, but not be limited to, the following:

- Visits construction sites to determine equipment and materials needs and provides this information to the City's Facilities Maintenance Contract Manager (or his designee);
- Evaluates progress of work for completeness, accuracy and conformance with standards, blueprints, schematic diagrams and other specifications;
- Prepares and approves work proposals, time cards and work schedules;
- Implements and monitors established construction safety policies, procedures and regulations;
- Provides technical assistance to workers in the area of specialty;
- Reviews and resolves project quality, scheduling and progress problems;
- Determines when projects are ready for final inspection;
- Ensures projects are secured, safe, and provides a minimum of inconvenience during nonworking periods and during emergencies;
- Working supervisors shall be required to perform in both a supervisory and lead worker capacity, allocating such time to both tasks as required.

Personnel: All Contractor personnel providing services to the City under the terms of this contract shall be full-time, permanent employees of the contracted company only, **unless** express written permission to use temporary employees or to subcontract a portion of the work is provided to and authorized by the City's Facilities Maintenance Contract Manager (or his designee). The Contractor(s) shall only use tradesmen 18 years or older, who have not been convicted of a felony or first-degree misdemeanor.

Personnel Classifications: The following minimum personnel qualifications shall apply to any and all labor provided under the pending contract and shall form the basis for development of individual rates in the Price Schedule.

1. JOURNEYMAN shall have a minimum of five (5) years of experience.

2. APPRENTICE shall have a minimum of two (2) years' experience working directly with a Journeyman.

3. HELPER shall have a minimum of one (1) year experience working directly with a Journeyman.

4. WORKING SUPERVISOR shall be qualified as a Journeyman and have a minimum of five (5) years' experience, including two (2) years in a supervisory or leadership capacity.

NOTE: For those crafts and trades without formal Journeyman and Apprentice ratings, personnel designated under this contract shall possess an equivalent number of years of experience and degree of proficiency equivalent to accepted Journeyman, Apprentice and Helper standards.

Personnel Conduct: All individuals performing services under this contract shall adhere to City of Ormond Beach rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, prohibition, of the possession of firearms, either on their person or in their personal vehicles and any other restrictions or prohibitions as may apply. Radios and other portable music playing equipment will not be allowed on any City sites. Additionally, all individuals will adhere to and comply with the requirements as generally set forth in the terms and conditions of this RFQ.

Contractor shall notify City personnel and follow customary check-in procedures when they are physically on-site at any City facility. All Contractor personnel are required wear clothing identifying Contractor by either name or logo, and to have in possession and present upon request, by City personnel, a form of picture identification (i.e.- drivers license, ID card). Failure of Contractor's personnel to adhere to City rules and regulations described herein will result in removal of the individual(s) from the job site.

Work Proposals: Prior to performance of any work, the Contractor shall visit the site, become familiar with the conditions under which the work is to be performed, and correlate personal observation with the job requirements as communicated by the City's Facilities Maintenance Contract Manager (or his designee). Failure to do this shall not excuse the Contractor from performing the work in strict accordance with the terms of the contract documents. Further, if the Contractor, in the course of site inspection or during performance of the work, finds any discrepancy between actual site conditions and the scope of work, it shall be his duty to immediately inform the City's Facilities maintenance Manager (or his designee). Any work done after such discovery, without authorization, will be done at the Contractor's risk.

Based on the site examination, the Contractor shall submit a written work proposal detailing the required personnel classification(s), the number of hours and appropriate hourly rate (as indicated on the Price Schedule). Hourly rates shall include Contractor's overhead, profit, permit fees and any incidentals. The Contractor will provide his own hand tools, including powered hand tools. The proposal shall be either for a "not-to-exceed" or "firm fixed-price" amount, based on the scope of the work to be performed and as directed by the City's Facilities Maintenance Contract Manager (or his designee).

The City reserves the right to accept or reject the requirements of the written work proposal before the commencement of activities by the Contractor.

If the proposal is for a "not-to-exceed" amount, the Contractor will not exceed the proposed number of hours accepted by the City without prior authorization from the City's Facilities Maintenance Contract Manager (or his designee).

If the proposal is for a "firm fixed-price" amount, the Contractor will perform the work authorized for the price proposed, regardless of the final cost incurred by the Contractor, unless a change order is authorized and successfully negotiated in advance between the City and Contractor for out-of-scope work. The Contractor shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor or equipment that it did not anticipate.

Permits: Contractor is responsible for pulling all applicable permits and scheduling applicable inspections with the City's Building Inspections Office.

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS:

The Contractor, including any Sub-Contractor's, shall be **registered** to do business in the City of Ormond Beach and shall provide proof of, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance and Service Bond** as specified in the attachment marked as: **Exhibit "A", Requirements of the City of Ormond Beach**, shall be incorporated in and made part of the contract documents.

SCOPE OF SERVICES:

The work will be performed on an "as-needed" basis. The work covered by this contract consists of repair, installation and/or renovation services, including, but not limited to:

- **plumbing** (repair and installation of piping and plumbing fixtures),
- **flooring** (carpet, tile and wood floor repair and installation),
- **elevators and wheelchair lifts** (inspections service and repairs)
- **pest control** (treatment and prevention). The Contractor shall provide all the labor, materials and tools required to satisfactorily complete the Work.

The scope of each specific project will be identified by the City's Facilities Maintenance Contract Manager (or his designee) with sufficient detail to enable the Contractor to fully understand the scope of the work. A meeting with the Facilities Maintenance Contract Manager (or his designee) regarding the work may be held to further clarify all aspects of the project. If the work will exceed the current purchasing threshold, the Contractor will provide the City with the estimated cost for accomplishing the work, based on the labor, materials and parts rates as established in the contract agreement, and a **written project schedule.** This price and schedule will be reviewed by the City and if further negotiations are necessary, they will be conducted by the Facilities Maintenance Contract Manager (or his designee) with the Contractor. Once an agreement for the work has been established, the City will issue a Purchase Order to the Contractor. Small projects,

not exceeding the city's purchasing threshold in total cost, can be verbally authorized by the City's Facilities Maintenance Contract Manager (or his designee). Inspection and contract administration for the projects will be performed by the City.

CONTRACTOR'S PROPOSAL:

Pursuant to the City of Ormond Beach's Request for Proposal (RFP No. 2023-20) including the Scope of Services and all terms, conditions, provisions and exhibits contained therein, the undersigned Contractor hereby proposes to do all the work and furnish all superintendence, labor, machinery, equipment, tools, materials and parts necessary to perform and complete the work upon which he quotes, as detailed and set forth in this RFQ and binds himself, upon the City's acceptance of his proposal, to execute a contractual agreement with the City for performing and completing the said work within the required time, and furnish all guarantees, for the prices stated in the following Price Schedule for this **Miscellaneous Crafts and Trades Services (As-Needed)** project. It is understood that any quantities of work referenced in this RFP are only approximate and are subject to increase or decrease and the undersigned Contractor offers to do the work at the unit price(s) stated in the Price Schedule regardless of any actual quantities ordered.

Inquiries:

Questions relating to this solicitation should be directed to the City's Purchasing Coordinator, Rob Hart, City of Ormond Beach, 22 South Beach Street, Ormond Beach, Florida 32174; Facsimile 386-676-3374; e-mail: rob.hart@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, questions will only be responded to prior to **seven (7) business days prior to due date.** It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.
Contractors may submit proposals for one, more than one, or all of the following fields of work.

Please indicate which Craft(s)/Trade(s) in submittal:

Craft / Trade	Complete Corresponding Page Number(s) along with all other RFP forms	Check here
Plumbing	Page 17	
Flooring	Page 18	
Elevator Inspections/Repairs	Page 19	
Pest control	Pages 20-21	X

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)

Proposing Firm: Royal Pest Services, Inc.

Pest Control Services

Location	Address	Quantity	U.O.M.	Unit Price	Annually
City Hall	22 South Beach Street	12	Monthly	41.00	492.00
Ames House	173 South Beach	12	Monthly	17.00	204.00
Ames House Annex	173 South Beach	12	Monthly	17.00	204.00
Ames Park	173 South Beach	12	Monthly	17.00	204.00
Police Dept.	170 West Granada	12	Monthly	47.00	564.00
P.A.L. House	194 Central Ave.	12	Monthly	30.00	360.00
Fire Station # 91	364 South Atlantic	12	Monthly	33.00	396.00
Fire Station # 92	189 South Nova Rd.	12	Monthly	26.00	312.00
Fire Station # 93	300 Wilmette Ave.	12	Monthly	26.00	312.00
Fire station # 94	2301 Airport Rd.	12	Monthly	26.00	312
Public Works	501 North Orchard St.	12	Monthly	47.00	564.00
Fleet Maint. Admin.	500 North Orchard St.	12	Monthly	47.00	564.00
Performing Arts	399 North US1	12	Monthly	40.00	480.00
Senior Center	351 Andrews Street	12	Monthly	36.00	432.00
Casements	25 Riverside Drive	12	Monthly	37.00	444.00
Nova Gymnastics	400 North Nova Rd.	12	Monthly	29.00	348.00
Bailey Riverbridge	1 North Beach Street	12	Monthly	20.00	240.00
Memorial Art	78 East Granada Blvd.	12	Monthly	22.00	264.00
O.B.Tennis Center	38 East Granada Blvd.	12	Monthly	30.00	360.00
Shuffleboard	700 Hull Rd.	12	Monthly	20.00	240.00
Nova Gym.	442 North Nova Rd.	12	Monthly	34.00	408.00
Nova Tennis Center	440 North Nova Rd.	12	Monthly	12.00	144.00
Nova Concession	440 North Nova Rd.	12	Monthly	12.00	144.00
Nova East Field	401 North Nova Rd.	12	Monthly	24.00	288.00
S.O.N.C.	176 Division Ave.	12	Monthly	19.00	228.00
Airport tower	725 Hull Rd.	12	Monthly	21.00	252.00
Airport Sports Office	700 Hull Rd.	12	Monthly	21.00	252.00

Airport Sports Baseball Bldg..	700 Hull Rd.	12	Monthly	17.00	204.00
Airport Sports Softball quad	700 Hull Rd.	12	Monthly	17.00	204.00
Airport Sports Soccer Concession	700 Hull Rd.	12	Monthly	17.00	204.00
Airport Sports Soccer Clubhouse	700 Hull Rd.	12	Monthly	17.00	204.00
W.T.P. admin.	301 Jefferson Street	12	Monthly	27.00	324.00
W.W.T.P. Admin.	550 North Orchard	12	Monthly	21.00	252.00
Bait house	1 South Beach Street	12	Monthly	17.00	204.00
Casen Park	1 South Beach Street	12	Monthly	17.00	204.00
Fortunato Park	2 John Anderson Rd.	12	Monthly	18.00	216.00
Central Park 1	601 Fleming Ave.	12	Monthly	19.00	228.00
Central Park 2	601 Hammock Lane	12	Monthly	20.00	240.00
Sanchez Park	329 Sanchez Ave.	12	Monthly	20.00	240.00
Andy Romano Park	839 South Atlantic	12	Monthly	21.00	252.00
Environmental Discovery Center	601 Division Ave.	12	Monthly	40.00	480.00
Airport Sports Pride Restrooms	700 Hull Rd.	12	Monthly	23.00	276.00
Airport Sports Greg Boehm Softball Fields Restrooms	700 Hull Rd.	12	Monthly	23.00	276.00
Airport Sports Greg Smith Field House	700 Hull Rd.	12	Monthly	23.00	276.00
Championship field restrooms	700 Hull Rd.	12	Monthly	23.00	276.00
Nova Skate Park	440 North Nova Rd.	12	Monthly	23.00	276.00

Cost per rodent box (various locations as requested) $ 25.50

Cost for monthly monitoring per rodent box $ 5.00

City of Ormond Beach
Request for Proposals (RFP)
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023 -20)

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 101
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date	Addendum Number
_____	_____
_____	_____
_____	_____

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Royal Pest Services, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 6894 Phillips Pkwy Dr N
Jacksonville FL 32256

PHONE NO.: 904 886-2847 FAX NO.: 855 287 5636

SUBMITTER'S NAME: Rick Veen
(Typed or Printed in Ink)

TITLE: Manager

AUTHORIZED SIGNATURE: I, Rick Veen hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

[X] 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.

[X] 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.

Royal Pest Services, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Rick Vest

SIGNER'S NAME (PRINT OR TYPE)

Manager

TITLE

2/3/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

ROYAL PEST SERVICES, INC.
Company Name

Authorized Signature

RICK VEEN
Print Name

CITY OF ORMOND BEACH
REQUEST FOR PROPOSALS
Miscellaneous Crafts and Trades Services (As-Needed)
(RFP No. 2023-20)
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.

Royal Pest Services, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Rick Veer
NAME

Manager
TITLE

2/3/2023
DATE

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A
Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2. **(a)** Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes,** as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).

(b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:

i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and

Performance Bond for any Contract which is for $25,000.00 or less.

ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than $25,000.00 but is less than $200,000.00.

3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.

4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.

7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum $25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

(c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except f or 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 form 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.

RFP Evaluation Summary

Project: Miscellaneous Crafts and Trades (As Needed)-Pest Control Services

Recommendation of Award: Royal Pest Services (once all requirements meet)

RFP Number: 2023-20

Date & Time: March 3, 2023 @ 9:00AM

The RFP's were scored on the following criteria:

Contractor's Price (50 percent)
Contractor's experience (20 percent)
Licensing / Insurance (10 percent)
References / experience (20 percent)

Firm	Bill	Mike	John	Price 50%	Bill	Mike	John	Exp. 20%	Bill	Mike	John	Linc. & Ins. 10%	Bill	Mike	John	Ref. 20%	Bill Totals	Mike Totals	John Totals	total score	rank
Pestmester Services of the Villages	**20**	**40**	**10**	70	**18**	**15**	**0**	33	**8**	**9**	**10**	27	**10**	**15**	**5**	30	**56**	**79**	25	160	2
Royal Pest Services	**45**	**45**	**40**	130	**18**	**15**	**10**	43	**8**	**9**	**10**	27	**18**	**15**	**10**	43	**89**	**84**	**70**	243	1

Rob Hart
Purchasing Coordinator

Bill Rose
Contract Manager

Mike Demchak
Contract Manaager

John Fowler
Building Maint. Supervisor

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.C
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-71
Strategic Goal:	Public Safety – Other		
Department :	Public Works		
Subject:	C&D Franchise Application for Mid Florida Materials		
Budget Impact:	Revenues from this non-exclusive franchise agreement will be $5,000 from the receipt of the franchise fee, $2,500 from the application fee, and approximately $2,500 from pull charges. These revenues will be applied to Fund 460 - Solid Waste Fund.		
Summary:	The City of Ormond Beach received Hubbard Construction Co. dba Mid Florida Materials' franchise application and fee in good order on February 17, 2023. It is recommended that the franchise be approved for one year. This provides residents with a variety of C&D franchise haulers from which to select.		
Recommended Action:	City staff is recommending the City Commission approve a non-exclusive franchise agreement to Hubbard Construction Co., dba Mid Florida Materials for the period beginning April 18, 2023 to April 18, 2024.		
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325		

Approval:

Kelly McGuire, Finance Director	4/3/2023	
Claire Whitley, Assistant City Manager	4/3/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Kevin Gray, Deputy Public Works Director

Date: April 18, 2023

Subject: C&D Franchise Application for Mid Florida Materials

Commission Goal: Public Safety – Other

Introduction

This is a recommendation to approve a non-exclusive franchise agreement for the collection and disposal of construction and demolition debris generated within the City of Ormond Beach to Hubbard Construction Co., dba Mid Florida Materials.

Background

On February 17, 2023, Hubbard Construction Co., dba Mid Florida Materials (Mid Florida Materials), a business whose mailing address is P. O. Box 547217, Orlando, FL 32854; and whose physical address is 3300 State Road 46, Mt Dora, Florida, 32757, submitted a Construction and Demolition (C&D) Franchise Agreement Application, affidavit of acknowledgment of business type, and a non-refundable application fee of $2,500 to the City of Ormond Beach. Mid Florida Materials acknowledges the annual franchise fee of $5,000 and a 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 application in its entirety. City staff has conducted reference checks of Mid Florida Materials and determined all requirements have been met for the City to grant a non-exclusive franchise agreement.

Mid Florida Materials offers 10-, 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, $2,500 from the application 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. Mid Florida Materials joins Waste Pro of Florida, Waste Management Inc., Southeast Containers, Samsula Landfill, Inc., and GEL Recycling LLC as the only roll-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 recommending the City Commission approve a non-exclusive franchise agreement to Hubbard Construction Co., dba Mid Florida Materials for the period beginning April 18, 2023 to April 18, 2024.

Attachments:

1. 23-71 Hubbard C&D Franchise Agr (P23-0052G
2. Hubbard Construction dba Mid Florida agreement
3. Mid FL Materials
4. MFM Letter of Intent
5. Hubbard Construction Company 2022 Draft unaudited Balance Sheet

Approvals:

Kelly A. McGuire

Date: April 03, 2023

Kelly McGuire, Finance Director

Date: April 03, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: April 12, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-71

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND HUBBARD CONSTRUCTION COMPANY d/b/a MID FLORIDA MATERIALS REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 10, Article IV, Construction and Demolition Debris Collection Franchises, *Code of Ordinances*, the City desires to grant a non-exclusive franchise to Hubbard Construction Company d/b/a Mid Florida Materials for the provision of construction and demolition debris collection service in the City of Ormond Beach, 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 the Non-exclusive Franchise Agreement for Construction and Demolition Debris for a non-exclusive franchise for the collection of construction and demolition debris, between the City of Ormond Beach and Hubbard Construction Company d/b/a Mid Florida Materials, a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR CONSTRUCTION AND DEMOLITION DEBRIS

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris ("Agreement") is made between the City of Ormond Beach, Florida, ("City"), a Florida municipal corporation, and Hubbard Construction Company d/b/a Mid Florida Materials ("Contractor), its successors and assigns, hereinafter referred to as the Contractor.

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the City of Ormond Beach; and

WHEREAS, the City wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 10-1, City of Ormond Beach *Code of Ordinances* as that section may hereafter be amended unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of Chapter 10 of the City of Ormond Beach Code of Ordinances and specifically Chapter 10, Article

IV, Construction and Demolition Debris Collection Franchises, and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of Chapter 10, as may hereafter be amended, and this Agreement.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The City hereby grants a non-exclusive Franchise to Contractor for the collection of Construction and Demolition Debris in the City of Ormond Beach, subject to the terms and conditions of this Agreement and all applicable laws. This Franchise only authorizes the Contractor to collect Construction and Demolition Debris.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the City's duly authorized representative. This Agreement shall expire one year after the effective date, unless the Contractor applies for a renewal of this Agreement and the application is approved by the City.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Ormond Beach *Code of Ordinances* and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris between 7 a.m. and 6 p.m., Monday through Saturday. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior approval of the Director of Public Works or his/her designee.

When collecting or transporting Construction and Demolition Debris, Contractor's

employees shall wear a company shirt or uniform, which shall have the Contractor's name or logo in a conspicuous place.

5.3 All of the trucks used by the Contractor for the collection of Construction and Demolition Debris shall be marked with the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each commercial container used by the Contractor for the collection of Construction and Demolition Debris shall be labeled by the Contractor on each long side (two sides) in the same manner.

5.4 The Contractor's commercial containers shall be securely covered when transporting Construction and Demolition Debris as authorized under this Agreement.

5.5 All of the rolling stock used by the Contractor for transporting Construction and Demolition Debris in the City of Ormond Beach shall be maintained in a good, clean, and safe operating condition, and be properly marked with the Contractor's name and phone number.

5.6 Contractor shall provide the City with a list of the vehicles used by the Contractor and the license plate number for each vehicle.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard City of Ormond Beach application form for a non-exclusive Franchise to rent containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris waste. A non-refundable $2,500.00 application fee

for new applicants or a non-refundable $1,500.00 application fee for material modifications or transfers of an existing Franchise shall accompany the Contractor's application to the City for the non-exclusive franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the City for the privilege of using the public streets, roads, alleys and other thoroughfares of the City for the collection and transportation of Construction and Demolition Debris

8.1. The annual Franchise fee shall be five thousand dollars ($5,000.00) and it shall be paid within fifteen (15) days of the City Commission's approval and grant of a franchise or within fifteen (15) days of the grant of the renewal request. The Contractor shall pay an annual interest rate of ten percent (10%) on any and all delinquent payments.

8.2 If the Contractor fails to pay the full amount of the Franchise fee in a timely manner, the City may suspend the Franchise until payment is made or may revoke the Franchise. The Contractor shall pay any and all of the City's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees through and including all appeals.

8.3. In addition to the annual Franchise fee, the Contractor shall pay the City forty eight dollars and ninety five cents ($48.95) for each Construction and Demolition Debris roll-off pull. Payment shall be made to the City on the tenth (10th) day of each month regardless of the effective date of the Franchise Agreement. Payment shall be accompanied by delivery disposal documentation.

ARTICLE IX: APPLICATION RENEWAL

9.0 Within the 90 days prior to expiration of the term of the franchise, Contractor may submit a renewal application. A fifteen hundred dollar ($1,500.00) renewal fee shall accompany said renewal application. During the review of the renewal application the Contractor will operate as a non-exclusive franchise for a period not to exceed sixty (60) days or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications.

ARTICLE X: INSURANCE

10.0 The Contractor shall not begin collecting or transporting Construction and Demolition Debris under this Agreement until appropriate certificates of insurance are provided to the City that demonstrate compliance with the requirements of this Agreement. The Contractor must maintain the insurance in full force and effect at all times throughout the term of this Agreement.

10.1 The Contractor shall maintain in effect the insurance coverages required by "Exhibit A" of the City of Ormond Beach Resolution No. 2021-144 and any and all subsequent amendments thereto.

10.2 No change or cancellation of any insurance required under this Agreement may be made unless thirty (30) days prior written notice is provided to the City. Each insurance certificate must name the City as an additional insured and contain a clause stating substantially as follows: "If any of the above-described policies are to be cancelled or undergo material change before the expiration date, the issuing insurance company will mail written notice to the City of Ormond Beach at least 30 days before the effective date of the cancellation or change.

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor shall at its sole expense fully protect, defend, hold harmless, and indemnify and pay on behalf of the City, and its appointed and elected officers, employees, agents, and representatives, from and against any and all actions, proceedings, claims, suits, liabilities, losses, and damages (including interest and penalties relative thereto), of any nature whatsoever, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages, inclusive of all costs and expenses (including legal assistant fees and costs of investigations, whether prior to, during or after trial or in the event of any appeal) and attorney's fees through and including all appeals, arising from, in connection with, or as a result of the Contractor's Franchise agreement and/or the Contractor's ownership, operation or maintenance of the Contractor's business.

ARTICLE XII: TERMINATION BY CITY

12.0 If there is a material breach of any term of this Agreement by the Contractor, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the breach is not corrected in a 24-hour period, the City may terminate the Agreement at any time at the City's discretion. Among other things, a material breach of this Agreement shall be deemed to have occurred if: (a) the Contractor fails to pay Franchise fees at the times and in the amounts required by this Agreement; (b) the Contractor fails to pay the fees or file the documentation required in Paragraph 8.3 of this Agreement; (c) the Contractor disposes of Construction and Demolition Debris at a site other than a properly permitted and authorized Solid Waste Management Facility; (d) the Contractor Construction and Demolition Debris in a manner that is not authorized under this Agreement; (e) the Contractor fails to continuously maintain the types and amounts of insurance required under this Agreement; (f) the

Contractor declares bankruptcy; (g) the Contractor engages in the hauling of Solid Waste; or (h) the Contractor fails to comply with the applicable provisions of Chapter 10, City of Ormond Beach *Code of Ordinances*.

12.1 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the City of Ormond Beach *Code of Ordinances*, the City may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue the Contractor a notice that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the City may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 Representatives of the Parties

For the purposes of this Agreement, the Authorized representative of the City shall be the Director of Public Works or his/her designee. The authorized representative for the Contractor for purposes of this Agreement shall be Mike Stacey. Either party may change its representative upon five (5) days, prior Notice to the other party.

13.1 Notices

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the City:

Department of Public Works
501 N. Orchard Street
Ormond Beach, FL 32175

If to the Contractor:

Mike Stacey, Area Manager
1936 Lee Road, Suite 300
Winter Park, FL 32789

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

13.2 Waiver

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same; nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Volusia County, Florida.

13.4 Assignment

This Agreement may not be sold, assigned or transferred by the Contractor without City Commission approval. As a condition precedent to receiving the City's consent, the Contractor or the potential transferee must submit an application and the applicable fee and demonstrate that the transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and City of Ormond Beach *Code of Ordinances*.

13.5 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or an entity qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Agreement.

13.6 Headings

Captions and headings in this Agreement are for ease of Reference only and do not constitute a part of this Agreement.

13.7 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect,

and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

13.8 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the City.

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein.

This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Commissioner, City officer, or City employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than 5%, from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.3 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity under Section 768.28, Florida Statutes.

13.4 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

13.15 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

13.16 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.

ARTICLE XIV: COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

14.0 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
CITYLERK @ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

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: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE A. SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2023.

Witnesses:

HUBBARD CONSTRUCTION COMPANY d/b/a MID FLORIDA MATERIALS

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

RESOLUTION NO. 2021-144

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 2-315 of the **Code of Ordinances** allows the City Commission to establish minimum requirements for insurance to be provided by lessees of City owned real property and by contractors engaging in business with the City, and

WHEREAS, such minimum requirements were previously established by Resolution No. 92-218, and which was subsequently amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116, and

WHEREAS, the City Commission desires to further amend such minimum requirements, 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 establishes minimum requirements for the provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by Contractors, including service-related contractors, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of commercial general liability insurance and risk management regarding leases of the City's real property and its facilities, as set forth in Exhibit "B"

attached hereto and incorporated herein by reference.

SECTION THREE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

SECTION FOUR. The requirements hereby adopted by this Resolution shall be deemed to repeal, supersede, and replace the provisions of Resolution No. 92-218, as amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116.

SECTION FIVE. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Resolution shall take effect immediately upon its adoption and shall apply to all contracts entered into, or renewed, subsequent to the effective date hereof.

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

WENDY J. HONTZ
Acting City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2021\09-22-21\21-144 Insurance Requirements Resolution (P21-0120G).doc.docx

EXHIBIT "A"

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

(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 form 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.

EXHIBIT "B"

A. Lease Provisions Relative to Risk Management

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Lessee 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 Lessee for the protection of all persons, including employees and property. The Lessee shall comply with all applicable laws, regulations and ordinances related to safety and health and shall make special efforts to detect hazardous conditions and shall take prompt action when loss control/safety measures are reasonably necessary.

B. General

The Lessee shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect the Lessee from claims for damages insured by usual and unusual injury liability coverage and 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 Lessee's operations.

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

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

   (DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. 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, and the City of Ormond Beach shall be named as an additional insured):

   a. Premises and Operations
   b. Personal Injury Liability
   c. Products & Completed Operations
   d. Fire Damage Liability
   e. Blanket Contractual Liability
   f. Liquor Liability

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

   $1 Million Each Occurrence
   $1 Million General Aggregate
   $1 Million Aggregate Products & Completed Operations
   $ 300,000 Fire Damage (any one fire)

   Limits are subject to increase depending on the value and/or risk to leased premises

3. Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less or limited to:

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

4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the

replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee 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 actual notice be signed by an authorized representative of the insurer and 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 ACCORD 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 Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Lessee 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 aggregate limit may be required by the City for the given lease.

5. If the Lessee fails to obtain and maintain for the life of the Lease 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 promptly reimbursed to the City by the Lessee.

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, 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 similar 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 all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"

A. Licensees and Permittees.

1. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer.

2. The Plan available to the City currently provides comprehensive general liability insurance coverage of $1,000,000 per claim, subject to an annual aggregate of $1,000,000 for all claims. A $250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.

3. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

i) If applicable, 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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):

a. Premises and Operations
b. Personal Injury Liability
c. Products & Completed Operations
d. Fire Damage Liability
e. Blanket Contractual Liability

f. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less and not limited to the following:

$1 Million	Each Occurrence
$1 Million	General Aggregate
$1 Million	Aggregate Products & Completed Operations
$ 300,000	Fire Damage (any one fire)

iii) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

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

iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

i) Licensees and Permittees 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 without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.

ii) New certificates of insurance shall be provided to the City prior to coverage renewals.

iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.

iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

i) 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, 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 similar nationally recognized rating authority, including Demotech and Standard & Poors.

ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

4. <u>Provisions Relative to Risk Management.</u>

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

(a) Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the Licensee's or Permittee's use, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City

All Licensees and Permittees 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.

(c) Loss Control/Safety

Precaution shall be exercised at all times by the Licensee and Permittee for the protection of all persons, including employees and property. The Licensee and Permittee 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.

City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application

Check One

☑ New ☐ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: HUBBARD CONSTRUCTION CO. dba MID FLORIDA MATERIALS

Address: P.O. BOX 547217

City/State/Zip Code: ORLANDO, FL 32854

Phone Number: 407 886 4879

Contact Name: MIKE STACEY

Contact Email: MIKE.STACEY@HUBBARD.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

☑ 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;

☑ 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;

☑ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;

☑ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;

☑ 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;

☐ 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;

☑ 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).

NOT NEEDED

☐ 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."

☑ 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.

HUBBARD CONSTRUCTION CO dba MID FLORIDA MATERIALS
Applicant name (print or Type)

* P. Frederick Hubbard
Applicant signature

Application submission date

Dena Rayn 2/17/2023
Application received by date

Dena Rayn 190075 2/2/2023
Application fee received by check number check date

2/17/2023
Approved City Manager/designee signature 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: 1930 LEE ROAD STE 300

City: WINTER PARK State: FL Zip: 32789

Telephone No.: 407-645-5500 Fax No.: -

Federal ID No.: 59-0594298

SIGNATURE OF APPLICANT:

If an Individual: _____, doing business
Signature

as _____

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: HUBBARD CONSTRUCTION Co. d/b/a MID FLORIDA MATERIALS
Corporate Name

(a FLORIDA Corporation)

by: _____
Signature

Title: VICE PRES. / CFO / TREASURER

Attest: _____ (SEAL)
ASSISTANT Corporate Secretary

NOTARY PUBLIC: _____

STATE OF: FL COUNTY OF: Orange

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: Amanda Stacy

AMANDA STACY
MY COMMISSION # GG 333446
EXPIRES: May 22, 2023
Bonded Thru Notary Public Underwriters

Commission Number: GG333446 My Commission Expires: 5/22/23

HUBBARD

OFFICERS AND DIRECTORS

Chairman, Director	Patrick Sulliot 1936 Lee Road Ste 300 Winter Park, FL 32769
Director ,President ,CEO	Alan M Cahill 1936 Lee Road Ste 300 Winter Park, FL 32769
DIrector VP,CFO,Treasuer,Secretary	P. Frederick O'Dea Jr. 1936 Lee Road Ste 300 Winter Park, FL 32769
VP	Thomas Craft 1936 Lee Road Ste 300 Winter Park, FL 32769
Assisstant Secretary	Dirk D Story 1936 Lee Road Ste 300 Winter Park, FL 32769
Area Manger	Mike Stacey 1936 Lee Road Ste 300 Winter Park, FL 32769

Hubbard Construction Company
P.O. Box 547217 – Winter Park, FL 32854
1936 Lee Road, Suite 300 – Winter Park FL, 32789
T/ 407-645-5500
www.hubbard.com

State of Florida
Department of State

I certify from the records of this office that HUBBARD CONSTRUCTION COMPANY is a corporation organized under the laws of the State of Florida, filed on April 30, 1928.

The document number of this corporation is 117151.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 5, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifth day of April, 2022

Secretary of State

Tracking Number: 8947727705CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

DESCRIPTION OF TRUCKS,CONTAINERS,AND VEHICLES TO HAUL WASTE

	Year	Make	Model	GVW	Size	Type	FLEET ID #
1	2015	Kenworth	T800	70000	Tandem	ROLL-OFF	1605979
2	2015	Kenworth	T800	70000	Tri-Axel	ROLL-OFF	1605980
3	2017	Kenworth	T800	70000	Tandem	ROLL-OFF	1605981
4	2015	Kenworth	T800	70000	Tandem	ROLL-OFF	1605982
5	2016	Kenworth	T880	66000	Tandem	ROLL-OFF	1605983
6	2018	Kenworth	T880	66000	Tandem	ROLL-OFF	1605985
7	2018	Kenworth	T880	66000	Tandem	ROLL-OFF	1605986
8	2018	Kenworth	T880	70000	Tri-Axel	ROLL-OFF	1605987
9	2019	Kenworth	T880	66000	Tri-Axel Grapple	GRAPPLE	1605988
10	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1605989
11	2019	Mack	GR713	70000	Tri-Axel Grapple	GRAPPLE	1605990
12	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1605991
13	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1605992
14	2019	Kenworth	T800	70000	Tandem	ROLL-OFF	1605993
15	2020	Kenworth	T800	70000	Tri-Axel Grapple	GRAPPLE	1605994
16	2019	Kenworth	T800	66000	Tandem	ROLL-OFF	1605995
17	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1605996
18	2020	Mack	GR64F	70000	Tri-Axel Grapple	GRAPPLE	1605997
19	2020	Mack	GR64B	64000	Tandem	ROLL-OFF	1605998
20	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1605999
21	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1606000
22	2019	Kenworth	T880	66000	Tandem	ROLL-OFF	1606001
23	2019	Kenworth	T880	68000	Tri-Axel	ROLL-OFF	1606002
24	2019	Kenworth	T880	66000	Tri-Axel	ROLL-OFF	1606003
25	2020	Kenworth	T800	70000	Tri-Axel Grapple	GRAPPLE	1606004
26	2020	Kenworth	T880	66000	Tandem	ROLL-OFF	1606005
27	2020	Kenworth	T800	70000	Tri-Axel Grapple	GRAPPLE	1606006
28	2020	Kenworth	T880	66000	Tandem	ROLL-OFF	1606007
29	2020	Kenworth	T880	66000	Tandem	ROLL-OFF	1502721
30	2020	Mack	Gu813	64000	Tandem	ROLL-OFF	1502722
31	2015	Freightliner	114SD	66000	Tandem	ROLL-OFF	1605947
32	2015	Freightliner	114SD	66000	Tandem	ROLL-OFF	1605948
33	2017	Kenworth	T880	64000	Tri-Axel	ROLL-OFF	1605949
34	2018	Mack	GU813	66000	Tandem	ROLL-OFF	1605950

DESCRIPTION OF TRUCKS,CONTAINERS,AND VEHICLES TO HAUL WASTE

	Year	Make	Model	GVW	Size	Type	FLEET ID #
35	2018	Volvo	NC64NR	64000	Tandem	ROLL-OFF	1605951
36	2012	Kenworth	T440	72000	Tri-Axel	ROLL-OFF	1605627
37	2012	Kenworth	T440	70000	Tri-Axel	ROLL-OFF	1605628
38	2021	Mack	GR648	72000	Tandem	ROLL-OFF	1606039
39	2021	Mack	GR648	72000	Tandem	ROLL-OFF	1606040
40	2021	Mack	GR64F	70000	Tri-Axel Grapple	GRAPPLE	1606041
41	2014	Volvo	VHD	66000	Tandem	ROLL-OFF	1606053
42	2013	Volvo	VHD	66000	Tandem	ROLL-OFF	1606054
43	2005	VOLVO	VHD	66000	Tandem	ROLL-OFF	1606058
44	2007	VOLVO	VHD	66000	Tandem	ROLL-OFF	1606059
45	2006	VOLVO	VHD	66000	Tandem	ROLL-OFF	1606060
46	2004	MACK	CV713	66000	Tandem	ROLL-OFF	1606061
47	2004	MACK	CV713	66000	Tandem	ROLL-OFF	1606062
48	2007	MACK	CV713	66000	Tandem	ROLL-OFF	1606063
49	2006	STERLING 9500	LT9500	80000	Tri-Axel Grapple	GRAPPLE	1606067
50	2019	Mack		64000	Tri-Axel Grapple	GRAPPLE	1606069
51	2020	INTERNATIONAL	HV613	66000	Tri-Axel Grapple	GRAPPLE	1606070
52	2014	FREIGHTLINER	114SD	66000	Tri-Axel Grapple	GRAPPLE	1606071
53	2022	PETERBUILT	567	66000	Tandem	ROLL-OFF	1606120
54	2021	KENWORTH	T880	66000	Tandem	ROLL-OFF	1606121
55	2022	Mack	GU813	66000	Tandem	ROLL-OFF	1606131
56	2022	PETERBUILT	567	66000	Tandem	ROLL-OFF	1606119
57	2022	PETERBILT	567	66000	Tandem	ROLL-OFF	1606144
58	2022	MACK	GU813	66000	Tandem	ROLL-OFF	1606145
59	2022	MACK	GU813	66000	Tandem	ROLL-OFF	1606146
60	2005	KENWORTH	T800	80000	Tri-Axel	ROLL-OFF	1703163
61	2005	KENWORTH	T800	80000	Tri-Axel	ROLL-OFF	1703165
62	2010	KENWORTH	T800	80000	Tandem	ROLL-OFF	1703476

HUBBARD

Locations & Service Area

Mid Florida Materials is currently providing roll off dumpster services to the following counties: Orange, Seminole, Lake, Marion, Osceola, Polk, and Volusia. With franchisees in the following locations:

- City of Altamonte Springs
- City of Apopka
- City of Casselberry
- City of Clermont
- City of Groveland
- City of Lakeland
- City of Leesburg
- City of Maitland
- City of Minneola
- City of Orlando
- City of Oviedo
- City of Winter Garden
- Seminole County
- Osceola County

Providing roll off dumpster services to the following cities for residential and commercial construction:

- Altoona
- Astor
- Auburndale
- DeBary
- Deland
- Edgewood
- Eustis
- Fruitland Park
- Howey-In-The-Hills
- Haines City

- Lake Alfred
- Lakeland
- Minneola
- Montverde
- Mount Dora
- Oakland
- Ocklawaha
- Okahumpka
- St. Cloud
- Taveres
- Umatilla
- Villages
- Weirsdale
- Windermere
- Winter Haven
- Wildwood
- Yalaha

Providing roll off dumpster services to the following locations for residential construction (remodels/re-roof):

- Winter Park
- Winter Springs

March 17th, 2023

City of Ormond Beach
501 N. Orchard Street
Ormond Beach, FL 32174

To whom it may concern,

This letter is to formalize Hubbard Construction Company dba Mid Florida Materials intentions of providing construction and demolition roll-off containers and/or collect construction and demolition debris within the City of Ormond Beach for hire.

Hubbard Construction Company is a solid reputable company that can provide a quality service at a competitive rate bringing additional resources to the Ormond Beach area so the public has access to another vendor for pricing options.

Hubbard Construction Company is part of Vinci USA which is a $1.3B a year company. Hubbard has been servicing the Florida heavy highway construction markets for over 100 years and been part of the building of the Space Coast all the way to Disney World. We currently have construction operations in Jacksonville, Orlando, and Tampa. Mid Florida Materials currently provides roll off services for most of Central Florida Counties and Reedy Creek area contractors. We work with most major home builders throughout central Florida, providing services to roadway projects, demo projects, commercial projects and home owners.

We are commited to delivering high-quality services on time to provide maximum value to our clients. That commitment has remained unchanged for 100+ years since our company was founded in the 1920s.

Thank you for your consideration.

Sincerely,

Mike Stacey
Area Manager

Mid Florida Materials
A division of Hubbard Construction Company
1936 Lee Road, Suite 300 – Winter Park, FL 32789
P.O. Box 547217 – Orlando, FL 32854
T/ 407-578-9779 – F/ 407-578-5251
www.midfloridamaterials.com

HUBBARD CONSTRUCTION COMPANY
BALANCE SHEET
DECEMBER 31, 2022

	12/31/2022	12/31/2021	DIFF
	HUBBARD CONSTRUCTION COMPANY	HUBBARD CONSTRUCTION COMPANY	HUBBARD CONSTRUCTION COMPANY
ASSETS			
Current Assets			
Cash and Cash Equivalents	6,331,429	3,346,388	2,985,040
Receivable from Eurovia USA	21,148,284	21,317,629	(169,345)
Accounts Receivable	*39,847,865*	41,462,667	(1,614,802)
Allowance for Doubtful Accounts	*(486,517)*	(193,807)	(292,710)
Retainage Receivable	*351,584*	1,828,995	(1,477,411)
Contracts Accounts Receivable, Net	39,712,932	43,097,855	(3,384,924)
Contract Assets	15,010,938	5,795,461	9,215,476
Inventories	2,763,900	1,796,071	967,828
Prepaid Expenses and Other Current Assets	2,263,816	1,714,732	549,083
Equity in Construction Joint Venture	1,187,690	1,187,690	-
Total Current Assets	88,418,638	78,255,828	10,162,810
Property and Equipment	137,695,708	130,727,111	6,968,598
Allowance for Depreciation	(70,383,399)	(63,229,185)	(7,154,214)
Total Property and Equipment	67,312,310	67,497,926	(185,616)
Goodwill,net	6,609,073	7,874,126	(1,265,053)
Other Assets	250,000	-	250,000
Investments and Other Assets			
Financing lease asset subject to depreciation	9,059,431	12,442,594	(3,383,164)
Right-of-use Operating Leases, Net	12,738,166	14,056,198	(1,318,032)
Total Investments and Other Assets	21,797,596	26,498,792	(4,701,196)
TOTAL ASSETS	184,387,617	180,126,672	4,260,945
LIABILITIES AND MEMBER'S EQUITY			
Current Liabilities			
Checks Issued in Excess of Cash Balances	-	-	-
Accounts Payable	22,753,665	29,060,070	(6,306,405)
Accrued Expenses	10,792,374	9,435,866	1,356,507
Contract Liabilities	23,491,237	23,127,979	363,258
Provision for Losses on Contracts	1,419,597	1,022,940	396,656
Income Taxes Payable Payable to Eurovia USA, Net	9,971,949	8,381,567	1,590,382
Current Portion Financing Lease Liabilities	3,926,387	4,615,837	(689,450)
Current Portion Operating Lease Liabilities	1,699,016	1,639,440	59,577
Total Current Liabilities	74,054,225	77,283,699	(3,229,475)
Long -Term Liabilities			
Landfill Closure and Long-term Care Costs	3,000,343	3,148,350	(148,007)
Long Term Financing Lease Liabilities	5,380,557	7,945,633	(2,565,076)
Long Term Operating Lease Liabilities	11,137,093	12,512,515	(1,375,422)
Deferred Income Taxes	4,996,267	3,124,326	1,871,941
Total Long-Term Liabilities	24,514,260	26,730,824	(2,216,564)
Stockholders' Equity			
Common Stock	20,000	20,000	-
Additional Paid In Capital	32,246,905	32,246,905	-
Retained Earnings	31,145,244	31,143,442	1,801
P&L Profit Year-to-Date	22,406,983	12,701,801	9,705,182
Total Stockholders' Equity	85,819,132	76,112,148	9,706,983
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	184,387,617	180,126,672	4,260,945

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.D
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-72
Strategic Goal:	Water Quality & Environment – Other		
Department :	Public Works - Utilities Management		
Subject:	Renewal of Merrell Bros. Sludge Hauling Contract for Water Reclamation Facility		
Budget Impact:	Fund 401-Water & Wastewater Operating Fund has sufficient funds in FY 2022-2023 for sludge hauling services. Sufficient funding will be budgeted for FY 2023-2024 and 2024-2025.		
Summary:	This resolution is to exercise the 2 year option for the renewal of sludge hauling from the WRF to a permitted disposal site.		
Recommended Action:	Staff recommends renewing the contract with Merrell Bros., Inc. to haul sludge generated by the City's Water Reclamation Facility and will do so unless directed otherwise by the City Commission.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	3/22/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	3/27/2023	
Joyce Shanahan, City Manager	3/30/2023	Joyce Shanahan

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: Bob Preis, Utilities Manager

Date: April 18, 2023

Subject: Renewal of Merrell Bros. Sludge Hauling Contract for Water Reclamation Facility

Commission Goal: Water Quality & Environment – Other

Introduction

This is a request for the City Commission to authorize staff to allow the Merrell Bros, Inc. sludge hauling contract to be renewed.

Background

The City of Ormond Beach entered into a contract with Merrell Bros., Inc. to haul sludge generated by the City's Water Reclamation Facility (WRF) to a permitted disposal site for a three-year period beginning on May 12, 2020, and expiring on May 12, 2023. Under the agreement, the City has the option to renew the contract for a two-year period, until May of 2025. Wastewater Sludge is the biosolids that are removed from the wastewater during the treatment process. The Florida Department of Environmental Protection (FDEP) requires that wastewater treatment facilities meet minimum requirements for the disposal of biosolids. Merrell Bros. has adequately provided this service for the City for the past 3 years.

Discussion

Under the current contract, Merrell Bros., Inc. has provided reliable and high-quality service to the City, and staff would like to renew the contract for the optional two-year period. Per resolution 2020-47, the initial 3-year contract was for $45.98 per ton for an initial three-year term, subsequently increasing to $46.97 per ton for years four and five.

Budget Impact

Fund 401-Water & Wastewater Operating Fund has sufficient funds in FY 2022-2023 for sludge hauling services. Sufficient funding will be budgeted for FY 2023-2024 and

2024-2025.

Citizen Impact

The proper management of biosolids in accordance with federal and state regulatory guidelines is an essential element of wastewater treatment plant operations. Contracting with a knowledgeable, reputable and experienced vendor ensures that public health, safety and welfare are held paramount in the transportation, treatment and ultimate disposal of biosolids in an environmentally safe and responsible manner. Staff has confidence in the vendor's ability to provide these services.

Recommendation

Staff recommends renewing the contract with Merrell Bros., Inc. to haul sludge generated by the City's Water Reclamation Facility and will do so unless directed otherwise by the City Commission.

Attachments:

1. 23-72 Sludge disposal renew Merrell (P23-0053G)
2. Merrell Bros biosolids renewal (P23-0053G)

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: March 22, 2023

Claire Whitley, Assistant City Manager — Date: March 27, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: March 30, 2023

RESOLUTION NO. 2023-72

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF DOMESTIC WASTEWATER RESIDUALS BETWEEN THE CITY OF ORMOND BEACH AND MERREL BROS., INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2020-47, the City and Merrell Bros., Inc. entered into an Agreement for Transportation, Treatment and Disposal of Domestic Wastewater Residuals with an effective date of May 12, 2020, and

WHEREAS, the initial term of the contract was for three years with the option to renew for one additional two-year period, and

WHEREAS, the City's professional staff recommends that the City exercise the renewal option for the period May 12,2023 through May 11, 2025, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Transportation, Treatment and Disposal of Domestic Wastewater Residuals contract with Merrell Bros., 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 of the Transportation, Treatment and Disposal of Domestic Wastewater Residuals contract with Merrell Bros., Inc. for a two-year renewal period. 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 18th day of April, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

CONTRACT RENEWAL FOR TRANSPORTATION, TREATMENT AND DISPOSAL OF DOMESTIC WASTEWATER RESIDUALS

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as "CITY", and **MERRELL BROS., INC**, hereinafter referred to as "Contractor", became parties to a certain Contract for the provision of sludge disposal services by the Contractor to the City for an initial term of three (3) years effective on May 12, 2020, and

WHEREAS, a renewal provision contained in the aforesaid Contract provided for one (1) additional two-year period, and

WHEREAS, the parties hereby agree to the extension of said Contract for one (1) additional two-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. Pursuant to Paragraph 3, Term, the Contract is hereby renewed for a two-year period of time; and the Contract shall remain in effect through May 11, 2025 unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.

3. Contractor shall perform the services at the per ton cost of $46.97 during the two-year renewal period as set forth in Paragraph 4, Compensation.

4. 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:

MERRELL BROS., INC.

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.E
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-73
Strategic Goal:	Water Quality & Environment – Other		
Department :	Public Works - Utilities Management		
Subject:	Sole Source - Wastewater Fermentation Tanks, Carousels, Anoxic Tanks Inspections		
Budget Impact:	Sufficient funding in the amount of $44,100 is available in the 2022-2023 Fiscal Year Fund 401- Water & Wastewater Operating Fund.		
Summary:	SediVision is a proprietary service that evaluates the amount of sediment and grit accumulated in wastewater tanks and enables staff to better plan and budget for future cleaning projects, allowing for a more efficient and cost effective cleaning.		
Recommended Action:	Staff recommends approval of the request for SediVision, LLC. to evaluate the sedimentation of the tanks at the WRF.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	3/10/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	3/27/2023	
Joyce Shanahan, City Manager	3/30/2023	Joyce Shanahan

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: Bob Preis, Utilities Manager

Date: April 18, 2023

Subject: Sole Source - Wastewater Fermentation Tanks, Carousels, Anoxic Tanks Inspections

Commission Goal: Water Quality & Environment – Other

Introduction

This is a request to procure the services of SediVision, LLC. (SediVision) to evaluate the amount of sediment in the various tanks used in the wastewater treatment process at the Water Reclamation Facility (WRF). The tanks proposed for evaluation are the Fermentation tanks, Carousels and Anoxic tanks.

Background

As wastewater is processed, grit and sediments fall out of the waste stream and settle in the bottom of the biological process basins. This settling action reduces the capacity of the basins and the efficiency of the treatment process over time. Due to the nature of the settling product being located below a dark water surface, staff cannot accurately identify the location or quantify the overall amount of sedimentation present. The SediVision process utilizes radar sounding to gather information from below the water surface, thereby pinpointing where these deposits are located while also quantifying the overall amount. As such, this process will map out where to concentrate cleaning efforts.

In the past, our water reclamation facility had to rely solely on staff knowledge to estimate where and how much material needed to be removed. This system was inefficient and often led to change orders as more material was encountered than anticipated. The SediVision process will allow City staff to more accurately estimate the location and amounts of grit and sediment to be removed, allowing for a more accurate cost estimate when moving forward with planning for capital expenditure.

Discussion

SediVision is a predictive maintenance solution that provides complete visibility of full

wastewater tanks to determine if they require cleaning or maintenance. SediVision allows staff to gain a precise understanding of the volume and distribution of debris material such as sand and grit that has accumulated in the tanks, enabling staff to make informed decisions about restoring capacity, operations at the treatment facility, and where to direct wastewater tank cleaning resources.

The evaluation of tank sedimentation faces two challenges; the dark cloudy nature of these tanks makes visual observation from the surface nearly impossible. A second challenge faced in the evaluation of these tanks is that sedimentation is not consistent throughout the tank. By having the ability to target where to focus the cleaning processes, tanks can be cleaned more efficiently, more cost effectively, and without the risk of costly change orders. This will increase needed capacity in the tanks at a lower cost, both in cleaning costs and lost time. By employing the SediVision process, staff will be better able to estimate how much material needs to be removed and, using that information, be better able to budget for cleaning.

Budget Impact

Sufficient funding in the amount of $44,100 is available in the 2022-2023 Fiscal Year Fund 401- Water & Wastewater Operating Fund.

Citizen Impact

The removal of grit, sand and biosolids from the wastewater stream will increase capacity in the WRF, allowing for more cost-effective plant operation and lessening the chance for a wastewater overflow at the plant or in the collection system.

Recommendation

Staff recommends approval of the request for SediVision, LLC. to evaluate the sedimentation of the tanks at the WRF.

Attachments:

1. 23-73 WRF Tank Inspect-SediVision (P23-0014G)
2. SediVision LLC agreement
3. Ormond Beach WWTF Fermentation Tanks Carousels Anoxic Tanks 2.22.23
4. SV Sole Source Letter City of Ormond Beach October 2022
5. SediVison Sole Source

Approvals:

Kelly A. McGuire

Date: March 10, 2023

Kelly McGuire, Finance Director

Claire Whitley, Assistant City Manager

Date: March 27, 2023

Joyce Shanahan, City Manager

Date: March 30, 2023

RESOLUTION NO. 2023-73

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PROFESSIONAL SERVICES FROM SEDIVISION, LLC. REGARDING INSPECTION OF THREE TANKS AT THE WATER RECLAMATION FACILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the water reclamation facility houses fermentation tanks, carousels and anoxic tanks that are critical to the operation of the wastewater treatment process, and

WHEREAS, a specialized service is required to inspect and evaluate the amount of sand, debris and sediment build up within these tanks without the need to drain the tanks or go off-line, and

WHEREAS, SediVision, LLC provides this specialized and proprietary inspection service for the City's wastewater tanks, and therefore, this service is a sole source procurement pursuant to Section 2-300(g), of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends accepting a proposal from SediVision, LLC for inspection services at a cost not to exceed $44,100.00 (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the service has been appropriated to the credit of the Water and Wastewater Operating Fund (401) and is not appropriated for any other purpose, and

WHEREAS, the City Commission concurs in the said determination and recommendation, now therefore,

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

SECTION ONE. The City Commission hereby approves the sole source purchase of inspection services from SediVision, LLC regarding the fermentation tanks, carousels and anoxic tanks at the City's water reclamation facility.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a contract with SediVision, LLC for inspection services in the amount of $44,100.00 and to pay the cost therefor from the Water & Wastewater Operating Fund.

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

APPROVED AND AUTHENTICATED this 18th day of April, 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 **Sedivision, LLC** ("Contractor"), 2201 Cantu Ct., Suite 116, Sarasota, FL 34232, 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 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.

3. **Consideration.** Contractor shall 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.

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	**SediVision, LLC**
Joyce Shanahan, City Manager	Denver J. Stutler, Jr., Mgr.
(copy to City Attorney)	2201 Cantu Ct.
22 South Beach Street	Suite 116
Ormond Beach, FL 32174	Sarasota, FL 34232

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers'

Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

a. Premises, Operations, Products and Completed Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law**. Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the

City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2023.

Witnesses:

SEDIVISION, LLC

_____

By: _____

Print Name: _____

Print Name: _____

Title: _____

_____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

SEDIVISION

SediVision, LLC

February 22, 2023

PROJECT PROPOSAL: Ormond Beach WWTF – Fermentation Tanks, Carousels, Anoxic Tanks

Customer: City of Ormond Beach

Contact: Al Waitt

Phone No.: (386)-676-3220

Site Address: 550 N. Orchard St.
Ormond Beach, FL 32174

Proposal Sent Via: Email (al.waitt@ormondbeach.org)

Mr. Waitt,

On behalf of SediVision, we are pleased to provide this proposal for your consideration to provide our SediVision® assessment of the Fermentation Tanks, Carousels, & Anoxic Tanks located at the address below. Our proposal includes the costs for performing the service, processing the data, developing a digital map, and providing a quantity summary. Pricing is detailed in the table below.

PROPOSAL PRICING SCHEDULE:

Structure: Fermentation Tanks, Anoxic Tanks, & Carousels | Ormond Beach WWTF – 550 N. Orchard St. Ormond Beach, FL 32714

Proposal Line Item	QTY	UOM	Unit Cost	EXT. PRICE
SediVision® assessment (Includes Mobilization/Demobilization to project, SediVision® Analytics and Services, and Data Synthesis and Report)– Fermentation Tanks	1	Each	$14,350.00	$14,350.00
SediVision® assessment (Includes Mobilization/Demobilization to project, SediVision® Analytics and Services, and Data Synthesis and Report)– Carousels	1	Each	$19,250.00	$19,250.00
SediVision® assessment (Includes Mobilization/Demobilization to project, SediVision® Analytics and Services, and Data Synthesis and Report)– Anoxic Tanks	1	Each	$10,500.00	$10,500.00

The scope of operation for SediVision® includes:

- Mobilization to facility
- SediVision Service Crew
- Performing the SediVision® Analytics
- Demobilization from facility
- Data synthesis to 3-D digital mapping
- Summarizing findings into a report

This cost is to assess the Fermentation Tanks, Carousels, & Anoxic Tanks. This proposal assumes one mobilization will be required and that SediVision will be able to collect water, solids, and imaging data. During the tanks assessment, the customer may be required to restrict flow or reduce aeration. The report will include a map detailing the amount and location of the accumulated material and will provide an estimated calculation of total loss of capacity inside the tanks. These estimated volumes and loss of capacity estimations do not describe density of material in the tanks and are not weight calculations for material removal.

This proposal and pricing are based on aerial imagery and client communication. Coverage will be limited by basin condition at time of survey. See attached aerial for designated tank's location.

Terms & Conditions:

1. Once the project has been accepted and confirmed to SediVision for execution, we will schedule this project on a mutually agreed date within 120 days upon acceptance.
2. A Purchase Order or Job Authorization Form will be required prior to project commencement. A Purchase Order will be considered acceptable authorization to perform the above scope of work.
3. Payment is DUE UPON RECEIPT of invoice unless otherwise approved in advance by SediVision.
4. Pricing is valid for 60-days from the date of this proposal.
5. If a payment and performance bond is required, it will be an additional charge at cost plus.

Supplemental Conditions:

1. Estimated project delivery date is 21 days from project mobilization.

Should you have any questions or concerns about this proposal, please do not hesitate to contact me directly at (813) 545-6076

Regards,
Keith Sommers

City Representative (signature) _____ Date _____

City Representative (print) _____ Title _____

Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.

SediVision, LLC

February 22, 2023

PROJECT PROPOSAL: Ormond Beach WWTF – Fermentation Tanks, Carousels, Anoxic Tanks

Customer: City of Ormond Beach

Contact: Al Waitt

Phone No.: (386)-676-3220

Site Address: 550 N. Orchard St.
Ormond Beach, FL 32174

Proposal Sent Via: Email (al.waitt@ormondbeach.org)

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The scope of operation for SediVision® includes:

- Mobilization to facility
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This proposal and pricing are based on aerial imagery and client communication. Coverage will be limited by basin condition at time of survey. See attached aerial for designated tank's location.

Terms & Conditions:

1. Once the project has been accepted and confirmed to SediVision for execution, we will schedule this project on a mutually agreed date within 120 days upon acceptance.
2. A Purchase Order or Job Authorization Form will be required prior to project commencement. A Purchase Order will be considered acceptable authorization to perform the above scope of work.
3. Payment is DUE UPON RECEIPT of invoice unless otherwise approved in advance by SediVision.
4. Pricing is valid for 60-days from the date of this proposal.
5. If a payment and performance bond is required, it will be an additional charge at cost plus.

Supplemental Conditions:

1. Estimated project delivery date is 21 days from project mobilization.

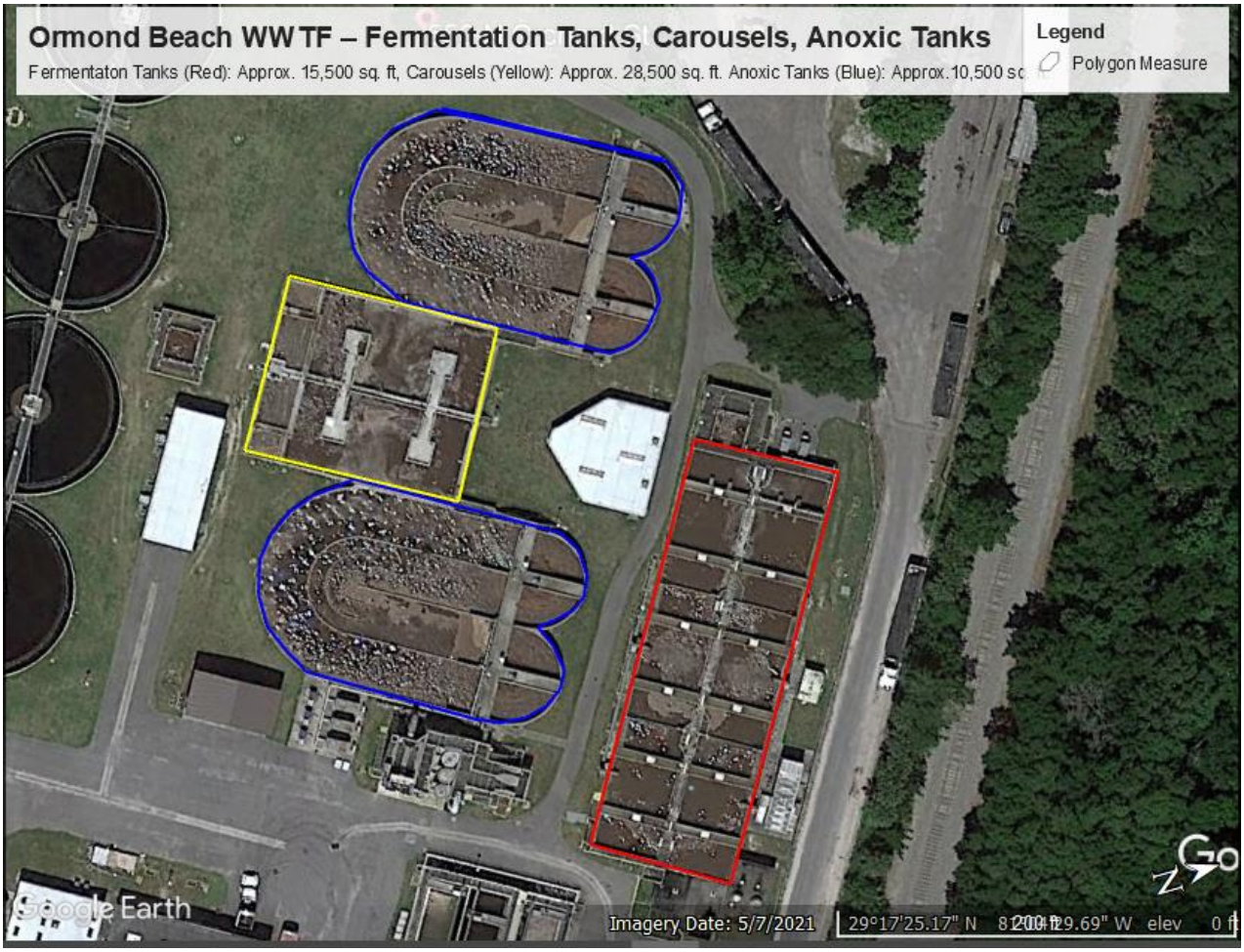
Should you have any questions or concerns about this proposal, please do not hesitate to contact me directly at (813) 545-6076

Regards,
Keith Sommers

_____ _____
City Representative (signature) Date

_____ _____
City Representative (print) Title

Please sign and return this project proposal at your earliest convenience so that we may verify our master schedule and confirm to you the exact time and date of the work to be performed.


Ormond Beach WWTF – Fermentation Tanks, Carousels, Anoxic Tanks
Fermentaton Tanks (Red): Approx. 15,500 sq. ft, Carousels (Yellow): Approx. 28,500 sq. ft. Anoxic Tanks (Blue): Approx.10,500 sq
Legend
Polygon Measure
Google Earth
Imagery Date: 5/7/2021
29°17'25.17" N
elev
0 ft

SEDIVISION

October 31, 2022

Mr. Al Waitt
Chief Operator, Water Reclamation Facility
City of Ormond Beach
Department of Public Works
550 N Orchard Street
Ormond Beach, FL 32174

RE: Sole Source Letter

Dear Mr. Waitt:

This letter is provided to confirm SediVision, LLC is the Sole Source provider of the following item(s) and/or service(s):

> *SediVison® Services- SediVision services are a unique sequence of methods and processes, in conjunction with a precise elevation mapping system of fully submerged accumulated debris (including sediment) on the floor of a wastewater treatment structure. The SediVision services provide accurate estimates of accumulate debris (including sediment) volume within a filled tank, remotely guides the cleaning equipment within the tank, and estimates the amount of waste that will be generated, thereby reducing the time and effort required to clean the tank while providing other valuable information for managers.*
>
> *The patent pending SediVision® service is covered by a pending US patent application and is the intellectual property of SediVision, LLC. Additionally, the SediVision services involve multiple trade secrets of SediVision, LLC.*

The above-named company or firm is the Sole Source of the item(s) and/or service(s) listed above, and only our sister company, U. S. Submergent Technologies, LLC. may market and offer these item(s) and service(s) in the market. All work is performed exclusively by *SediVision LLC.*

Competition providing the above-named item(s) and/or service(s) is precluded given patent pending status, trademark, and trade secret processes that protect the offering described above.

To our knowledge there is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function.

Should you have any questions or concerns, please do not hesitate to contact me at 941-216-0149

Sincerely,

Denyar J Stutler Jr
CEO
SediVision, LLC.

©2022 SediVision, LLC.
235 N Orange Ave #201, Sarasota, FL 34236
sedivision.com

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: 1/17/2023

Vendor: SediVison LLC. Cost: $44,100.00

Requested by: Al Waitt Department: PW/Utilities

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

Describe the product or service being requested in detail:
SediVision, LLC is a professional service that provides complete visibility of sand and grit debris in full wastewater tanks. Because it's impossible to see below dark water, the condition of wastewater tanks may not be obvious until there is a problem. SediVision provides utilities staff and engineers with complete visibility in wastewater tanks with no need to drain down or go off-line

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):
SediVision is a predictive maintenance solution that provides complete visibility of full wastewater tanks to determine if they require cleaning or maintenance. SediVision allows staff to know precisely how much and where debris material such as sand and grit has accumulated in the tanks, enabling staff to make informed decisions about restoring capacity, operations at the treatment facility, and where to direct wastewater tank cleaning resources.

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):
This is a proprietary process only provided by SediVison, LLC.

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)

Utilities Manager
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: 4/18/2023	**AGENDA ITEM**		**Number:** 7.F
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-74
Strategic Goal:	Water Quality & Environment – Other		
Department :	Public Works - Utilities Management		
Subject:	Sole Source - Refurbishment of Centrifuge at Water Treatment Plant		
Budget Impact:	The attached quote for the refurbishment of the centrifuge from Andritz is $101,242. Sufficient funds are available within 409 - Water and Wastewater Renewal and Replacement Fund.		
Summary:	One of the centrifuges at the WTP is in need of being replaced. Approval of the attached quote from Andritz, a sole source provider of centrifuges, will allow the City to refurbish the existing centrifuge.		
Recommended Action:	Staff recommends approval for the sole source refurbishment of the centrifuge by Andritz under this resolution.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Approval:

Kelly McGuire, Finance Director	3/24/2023	
Claire Whitley, Assistant City Manager	3/28/2023	
Joyce Shanahan, City Manager	3/30/2023	

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: Bob Preis, Utilities Manager

Date: April 18, 2023

Subject: Sole Source - Refurbishment of Centrifuge at Water Treatment Plant

Commission Goal: Water Quality & Environment – Other

Introduction

This is a request for approval of a sole source refurbishment of a centrifuge for the City's Water Treatment Plant.

Background

The City's Water Treatment Plant (WTP) utilizes lime in the treatment process in order to soften and enhance the clarity of the water prior to distributing finished water to customers. A byproduct of the overall treatment process is the creation of lime sludge. In order to properly dispose of the lime sludge, the City dewaters the lime sludge slurry via centrifuges; the benefit of this dewatering is a reduction in volume resulting in lower disposal costs. The WTP currently employs two centrifuges to ensure reliability; one of the existing centrifuges in service was installed in 1990 and is beyond its intended service life.

Discussion

Refurbishing the existing centrifuge will allow the City to continue safe and effective plant operations without additional expenses of piping or electrical modifications. Andritz Seperation Inc. (Andritz) is the sole source supplier of the centrifuge referenced in the attached quote and visited the City's dewatering station at the WTP to evaluate and recommend refurbishing the existing centirfuge.

Budget Impact

The attached quote for the refurbishment of the centrifuge from Andritz is $101,242. Sufficient funds are available within 409 - Water and Wastewater Renewal and Replacement Fund.

Citizen Impact

Maintenance of the WTP components is necessary to maintain safe and effective operations of the City's utility system for its residents and customers.

Recommendation

Staff recommends approval for the sole source refurbishment of the centrifuge by Andritz under this resolution.

Attachments:

1. 23-74 Centrifuge refurb-Andritz (P22-0217G)
2. Andritz 2 (centrifuge repair)
3. Sole Source Justification Form - Andritz
4. Andritz Bird centrifuge - Sole Source
5. Ormond Beach Centrifuge Quote

Approvals:

Kelly A. McGuire

Date: March 24, 2023

Kelly McGuire, Finance Director

Date: March 28, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: March 30, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-74

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM ANDRITZ SEPARATION, INC. TO REFURBISH A CENTRIFUGE AT THE WATER TREATMENT PLANT; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, one of the centrifuges at the water treatment plant has been in service since 1990 and is in need of refurbishment, and

WHEREAS, Andritz Separation, Inc. is the only factory authorized service provider for the centrifuge, and therefore, this 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 procurement of the following services from Andritz Separation, Inc.: inspection of the centrifuge ($6,800.00/shipping and $14,442.00/inspection) and repair/refurbishment (not to exceed $80,000.00) using a Work Authorization for repair services, for a total amount of $101,242.00 and

WHEREAS, the City Manager has certified that the money for the purchase 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 purchase of parts and service from Andritz Separation, Inc. in the not to exceed amount of $101,242.00 and to pay the cost thereof from the Water and Wastewater Renewal and Replacement Fund.

SECTION TWO. The Mayor and City Manager are hereby authorized and directed to execute a contract, and any work authorizations issued thereunder, with Andritz Separation, Inc. regarding the refurbishment of the centrifuge at the water treatment plant (a copy of said contract is attached hereto and incorporated herein by reference).

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

APPROVED AND AUTHENTICATED this 18th day of April, 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 Andritz Separation Inc. ("Contractor"), 1010 Commercial Boulevard South, Arlington, Texas, 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 Quotation/Proposal 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.

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.

4. **Delivery / Force Majeure.** Contractor shall complete the project within the time frame set forth on Exhibit "A". If either City or Contractor is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay. Force Majeure will mean all events, whether or not foreseeable, beyond the reasonable control of either party that affect the performance of this Agreement, including, without limitation, acts of God, law or regulations, strikes, pandemics, severe weather, and delays in transportation.

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 be terminated by the Contractor 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.

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	**Contractor**
Joyce Shanahan, City Manager	Andritz Separation Inc.
(copy to City Attorney)	Attn: Robert King
22 South Beach Street	1010 Commercial Blvd. South
Ormond Beach, FL 32174	Arlington, TX 76001

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/Order of Precedence.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision in this Agreement shall

control. The order of precedence of documents forming this Agreement shall be in this order: 1) this Agreement; and 2) Exhibit A (Contractor's full Proposal 20868793).

15. **Indemnification**. The City, its employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all third-party claims and causes of action for bodily injury or damage to tangible property, but only to the extent caused by the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement. The City shall tender the defense and resolution of any such third-party claim to the Contractor.

16. **Duty to Defend.** The Contractor shall defend all third-party suits and administrative actions, including all appellate proceedings, brought against the City, its employees, and officials, both elected and appointed, arising from all claims and causes of action described in Section 15 above.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, 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 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 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 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 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 04 13, 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. Products & Completed Operation
c. Explosion, Collapse & Underground Conditions
d. Blanket Contractual Liability
e. Personal Injury Liability
f. Broad Form Property Damage Endorsement, including Completed Operations
g. Work done by Independent Contractors
h. Sudden and Accidental Pollution Liability (if applicable)
i. 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 at the following amounts:

Limits

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

(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:

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

(d) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with limits of $1,000,000 per occurrence and in the aggregate. 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 in place two (2) years after completion of this Agreement.

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance . These insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially reduced in coverage required herein 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 Contractor. The Contractor will notify the City immediately upon receipt of such notice. 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 (2016/03), or its successor form.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days post coverage renewals.

(c) 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 within 10 days of receipt of Notice from the City, the City may obtain and maintain such insurance. 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.

(d) **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 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 certificates of insurance thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be added an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

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

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

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

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and City expressly waive any claim for indirect, special, incidental or consequential damages against the other, or for any loss of financing, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, loss of business reputation, lost profits on other projects or other lost opportunity damage claims, in each case, whether or not foreseeable.

Each party expressly agrees that the aggregate liability by the other party for damages shall not exceed the total amount of the contract price. The remedies provided herein are each party's exclusive remedies.

The limitations and exclusions of liability set forth in this section shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise.

All liability of both parties 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.

28. **Confidentiality / Intellectual Property**. All intellectual property embodied in any products, services, or software provided to City is the property of Contractor under this Agreement and remains the sole and exclusive property of Contractor. City acknowledges that information that Contractor submits to City in connection with this Agreement is Contractor's confidential and proprietary information. City agrees not to disclose such

information to third parties without Contractor's prior written consent. Contractor grants to City a non-exclusive, royalty-free, non-transferrable license to use Contractor's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the products that are the subject of this Agreement only.

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

_____

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

_____

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this 4th day of April, 2023.

Witnesses:

ANDRITZ SEPARATION, INC.

Martha Ramirez

Print Name: Martha Ramirez

By: _____

Print Name: ROBERT KING

Title: VICE PRESIDENT

William S. Lane

Print Name: William S. Lane

Attest: Shelly Belota

Print Name: Shelly Belota

Title: Ex Admin Asst.

QUOTATION

Customer: 128448
City of Ormond Beach
PO Box 277
Ormond Beach FL 32175-0277

Contact: **Ron Burk**
Fax:
Copy to:
Your inquiry: **EXHIBIT A**

Our quote no: **20868793**

Supplier: **Andritz Separation Inc.**
Contact: **Osiel Verastegui**
Phone: **+1 817 375 4405**
Fax: **+18173756418**
E-mail: osiel.verastegui@andritz.com
Date: **04/04/2023**

Sales Responsible: **MARKERT, LUKE**

Dear Ron Burk,

The delivery dates and price in Suppliers quotations dated 03/28/23, although represented as firm, were calculated based on sourcing and manufacturing certain components in areas affected by restrictions resulting from the COVID-19 break out and on information existing prior to the implementation of these restrictions.

Unfortunately, the unforeseen outbreak, spread and consequences of COVID-19, including governmental and other restrictions being put in place to mitigate its spread, will have an impact on the delivery time and price related to the components sourced from such countries. As such, Supplier's quoted delivery times and price will need to be adjusted once Supplier has better information with respect to the full impact of the coronavirus and related restrictions and when normal sourcing, manufacturing, personnel travel and transportation activities in or to the affected areas will resume. Supplier will update Purchaser as soon as more information is available and will submit a revised quotation/proposal with firm delivery dates and price as soon as commercially practicable.

Andritz reserves its right and shall be entitled to adjust its quoted delivery dates and/or price in order to reflect these impacts. Nothing in the quotations, or in any contractual documentation based upon the quotations shall be construed as a waiver of this right.

1. Scope of supply

For 400472464 A-Type Decanter (504)
Serial number: LB4452

Should you choose to place an order, please provide the following information:
1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Our quote no: **20868793**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE	100031977		1	EA	14,442.00	14,442.00

Please be advised this is an estimate only for the Field Service part of the job. Actual costs will be adjusted, based on the service tech's time sheet and expenses, and invoiced upon completion of the service trip. It will be necessary to receive your purchase order before we can confirm this trip in our service schedule.

Labor per each trip:
16 Travel Hours @ $153.50/hr. = $2,456.00
Up to 8 Service Hours @ $215.00/hr. = $1,720.00
Up to 2 OT Service Hours @ $322.50/hr. = $645.00

Estimated Expenses per each trip = $2,400.00

Please see attached rate sheet.

*Travel hours are based on travel from the technician's home base to the City of Ormond Beach and back.
*Regarding Labor hours & Expenses, any cost in excess of the amount shown above per trip, must be preapproved by the City of Ormond Beach. Andritz will provide itemization of the expenses at the time of invoice.

EXPLANATION OF SERVICES:
Service to be completed in 2 separate trips.

1st trip for removal of Rotating Assembly:
1) Andritz technician meeting with staff at the City of Ormond to remove the centrifuge
2) Removal of the rotating assembly from base
3) Preparation of the centrifuge for transport

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New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Our quote no: **20868793**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	2nd trip for instalaltion of Rotating Assembly: 1) Andritz technician meeting with staff at the City of Ormond to reinstall the centrifuge 2) Installation of the rotating assembly back into the base 3) Start-up of machine same day. (Based on customer's ability to re-wire motors and reconnect utilities as soon as machine is installed)						
	CUSTOMER RESPONSIBILITIES: **Please have machine cleared and prepared for service. ** >Customer to have overhead lifting capabilities in order to pull/re-install rotating assembly from the base frame. >Customer to disconnect/reconnect utilities, including electrical for rotating assembly to be removed/re-installed accordingly. >Customer to provide suitable means to load machine onto transport truck. > Customer to provide assistance from site staff as needed for the duration of the services. **Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.**						
20	FREIGHT Freight Cost Andritz to arrange 3rd party transportation of the rotating assembly from the City of Ormond to an Andritz Service Center and back.	100039916		2	EA	3,400.00	6,800.00
30	Budget repair 18x28 This is a budget repair price for (1) 18x28 centrifuge. The centrifuge will be	129999900		1	PC	80,000.00	80,000.00

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Arlington, TX 76001 USA

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New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Our quote no: **20868793**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	dismantled,cleaned , and inspected. At the conclusion of the inspection a comprehensive repair report will be provided outlining the repair cost and scope of work. Andritz must seek prior approval of the work and cost by the City before commencing any repair work. The City may authorize repair after the City analyzes the cost/benefit of repair upon receipt of the inspection and estimate report						
Total Amount						USD	101,242.00

* S = Spare Parts, W = Wear Parts

Technical contact: Steven Howe /**Phone:** +1 304 552 0831 / steve.howe@andritz.com

Terms and Conditions

2 . Delivery Time:
after receipt of order and any clarifications.

3 . Terms of delivery:
Our terms of delivery are FCA included in quote, according to INCOTERMS 2020.

4 . Terms of Payment:
Within 30 days Due net
(1% default interest per month for delayed payment).

5 . Validity of quotation:
This quotation is valid to 04/22/2023.

Other Terms:

6 . **********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related

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New York Branch
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Account: 8879433001
ABA: 026010786

ANDRITZ

Our quote no: **20868793**

to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

****

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

****

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc., or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a) (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions, (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed, (iii) if Buyer fails to give Seller such written 10 day notice, (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged, (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable, or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each

ANDRITZ Separation Inc.
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Dept. 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims, (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct, and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option (a) obtain for Buyer the right to continue using such Product or part, (b) eliminate the infringement by replacing or modifying all or part of the Products, or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder.

(a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.

(b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer (1) the Software media contain a true and correct copy of the Software and are free from material defects, (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.

(c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software, or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.

(d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage). (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct, and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option (a) obtain for Buyer the right to continue using such Software, (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to (1) Buyer's running of the Software after being notified to discontinue, (2) non-Seller software, products, data or processes, (3) Buyer's alteration of the Software, (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party, or (5) Buyer's acquisition of confidential information (a) through improper means, (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use, or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.

(e) This warranty set forth in subparagraph (c) above shall only apply when (1) the Software is not modified by anyone other than Seller or its agents authorized in writing, (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing, (3) the Products are in good operating order and installed in a suitable operating environment, (4) the nonconformity is not caused by Buyer or a third party, (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

(f) Buyer and its successors are limited to the remedies specified in this Paragraph.

(g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

(a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

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1010 Commercial Blvd. South
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Fax: +1 (817) 468-3961

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Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

ANDRITZ

Our quote no: **20868793**

18 . CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free perpetual, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19 . END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20 . FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.

(d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21 . INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of $2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of $1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22 . GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the 'CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.
This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
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Federal Tax ID Number: 59-3773483

Wire instructions
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

City of Ormond Beach
SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: December 12, 2022

Vendor: Andritz Separation Inc. Cost: $108,848.00

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 procurement of Andritz Separation Inc, service call by a factory representative to remove the Centrifuge and ship to the Andritz Service Center. The Centrifuge will be dismantled for inspection prior to refurbishment. All parts for refurbishment will be provided by Andritz Separation Inc, this unit was placed into service on 10/1990 at the City's Water Treatment plant. The Centrifuge has exceeded its recommended factory service interval and needs this work before it can be placed into service again.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):
The Centrifuge is a model No. 18 X 28 serial No. LB-4552. Due to the specialized nature of this piece of equipment, a factory authorized service technician possessing the training, knowledge and experience to perform troubleshooting procedures and repairs is necessary and highly recommended for obtaining reliable and comprehensive feedback regarding product specific repair or diagnostics. Additionally, inherent safety risks associated with a non-factory trained technician performing the work in and around energized equipment are minimized by using technicians familiar with specialty components. Also, specialized needs or compatible replacement parts or components will be better served with this vendor.

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):
Andritz Separation Inc provides factory repair service to their products and provides pertinent warranty on any installed items as well as appropriate training in use and function of their specialty products.

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.**

Kimberly Bullard
Office Operations & Marketing Manager- NA
Sales, Business Development &
Communications
SEPARATION

p: 817-419-1746
f: 817-419-1946
Kimberly.Bullard@andritz.com

Oct 27, 2022

City of Ormond Beach

298 Tomoka Ave, Ormond
Beach, FL

SUBJECT: SOLE SOURCE SUPPLIER

Andritz Separation, Inc. is an original equipment manufacturer (OEM) of the liquid/solid separation equipment and hold the sole rights and ownership to the Andritz-Ruthner, Bird Machine, Netzsch, R & B and Humboldt product lines. We are the sole source for all replacement parts, accessories and service.

All manufacturing components are based on Andritz's proprietary drawings. Commercial items are based on Andritz engineered specifications, they hold the highest manufacturing tolerances and we strive to achieve and maintain the most optimized efficiency in all of our products.

Andritz Separation, Inc. is the exclusive supplier of these components and we do not operate with local distributor networks. We have multiple facilities throughout North America and regional Sales Engineers available to handle all of your service needs. Please feel free to contact Andritz Separation, Inc. directly or visit our website at www.usa.Andritz.com.

ENGINEERED SUCCESS

Kimberly Bullard

ANDRITZ SEPARATION INC
Office Operations & Marketing Manager – NA
Sales, Business Development & Communications
SEPARATION

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, Texas 76001 USA
Direct Phone: 817-419-1746
Direct Fax: 817-419-1946
Kimberly.Bullard@andritz.com
www.andritz.com

QUOTATION

Customer: 128448
City of Ormond Beach
PO Box 277
Ormond Beach FL 32175-0277

Contact: **Ron Burk**
Fax:
Copy to:
Your inquiry: **EMAIL**

Our quote no: **20868793**

Supplier: **Andritz Separation Inc.**
Contact: **Osiel Verastegui**
Phone: **+1 817 375 4405**
Fax: **+18173756418**
E-mail: osiel.verastegui@andritz.com
Date: **03/23/2023**

Sales Responsible: **MARKERT, LUKE**

Dear Ron Burk,

The delivery dates and price in Suppliers quotations dated 03/24/22, although represented as firm, were calculated based on sourcing and manufacturing certain components in areas affected by restrictions resulting from the COVID-19 break out and on information existing prior to the implementation of these restrictions.

Unfortunately, the unforeseen outbreak, spread and consequences of COVID-19, including governmental and other restrictions being put in place to mitigate its spread, will have an impact on the delivery time and price related to the components sourced from such countries. As such, Supplier's quoted delivery times and price will need to be adjusted once Supplier has better information with respect to the full impact of the coronavirus and related restrictions and when normal sourcing, manufacturing, personnel travel and transportation activities in or to the affected areas will resume. Supplier will update Purchaser as soon as more information is available and will submit a revised quotation/proposal with firm delivery dates and price as soon as commercially practicable.

Andritz reserves its right and shall be entitled to adjust its quoted delivery dates and/or price in order to reflect these impacts. Nothing in the quotations, or in any contractual documentation based upon the quotations shall be construed as a waiver of this right.

1. Scope of supply

For 400472464 A-Type Decanter (504)
Serial number: LB4452

Should you choose to place an order, please provide the following information:
1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Our quote no: **20868793**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	FIELD SERVICE	100031977		1	EA	14,442.00	14,442.00

Please be advised this is an estimate only for the Field Service part of the job. Actual costs will be adjusted, based on the service tech's time sheet and expenses, and invoiced upon completion of the service trip. It will be necessary to receive your purchase order before we can confirm this trip in our service schedule.

Labor per each trip:
16 Travel Hours @ $153.50/hr. = $2,456.00
Up to 8 Service Hours @ $215.00/hr. = $1,720.00
Up to 2 OT Service Hours @ $322.50/hr. = $645.00

Estimated Expenses per each trip = $2,400.00

Please see attached rate sheet.

*Travel hours are based on travel from the technician’s home base to the City of Ormond Beach and back.
*Regarding Labor hours & Expenses, any cost in excess of the amount shown above per trip, must be preapproved by the City of Ormond Beach. Andritz will provide itemization of the expenses at the time of invoice.

EXPLANATION OF SERVICES:
Service to be completed in 2 separate trips.

1st trip for removal of Rotating Assembly:
1) Andritz technician meeting with staff at the City of Ormond to remove the centrifuge
2) Removal of the rotating assembly from base
3) Preparation of the centrifuge for transport

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Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	2nd trip for instalaltion of Rotating Assembly: 1) Andritz technician meeting with staff at the City of Ormond to reinstall the centrifuge 2) Installation of the rotating assembly back into the base 3) Start-up of machine same day. (Based on customer's ability to re-wire motors and reconnect utilities as soon as machine is installed) CUSTOMER RESPONSIBILITIES: **Please have machine cleared and prepared for service. ** >Customer to have overhead lifting capabilities in order to pull/re-install rotating assembly from the base frame. >Customer to disconnect/reconnect utilities, including electrical for rotating assembly to be removed/re-installed accordingly. >Customer to provide suitable means to load machine onto transport truck. > Customer to provide assistance from site staff as needed for the duration of the services. **Any additional work/customer-requested services, including overtime and extra trips needed, will incur additional charges according to the Andritz standard rate sheet.**						
20	FREIGHT ESTIMATED FREIGHT Andritz to arrange 3rd party transportation of the rotating assembly from the City of Ormond to an Andritz Service Center and back.	100039916		2	EA	3,400.00	6,800.00
30	Budget repair 18x28 This is a budget repair price for (1) 18x28 centrifuge. The centrifuge will be	129999900		1	PC	80,000.00	80,000.00

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Our quote no: **20868793**

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	dismantled,cleaned , and inspected. At the conclusion of the inspection a comprehensive repair report will be provided outlining the repair cost and scope of work. Andritz must seek prior approval of the work and cost by the City before commencing any repair work. The City may authorize repair after the City analyzes the cost/benefit of repair upon receipt of the inspection and estimate report						
Total Amount						USD	101,242.00

* S = Spare Parts, W = Wear Parts

Technical contact: Steven Howe /**Phone:** +1 304 552 0831 / steve.howe@andritz.com

Terms and Conditions

2 . Delivery Time:
after receipt of order and any clarifications.

3 . Terms of delivery:
Our terms of delivery are FCA included in quote, according to INCOTERMS 2020.

4 . Terms of Payment:
Within 30 days Due net
(1% default interest per month for delayed payment).

5 . Validity of quotation:
This quotation is valid to 04/22/2023.

Other Terms:

6 . **********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related

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to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.
****

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.
****

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7 . DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8 . WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9 . LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each

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case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10 . CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11 . TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12 . SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13 . SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14 . PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15 . SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

(a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.

(b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.

(c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.

(d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, an/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.

(e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

(f) Buyer and its successors are limited to the remedies specified in this Paragraph.

(g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16 . SITE RISKS

(a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.

(b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17 . TERMINATION

(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.

(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.

(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

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18 . CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non- exclusive, royalty-free, perpetual, non-transferrable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19 . END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20 . FORCE MAJEURE

(a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.

(d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21 . INDEMNIFICATION AND INSURANCE

(a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of $2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of $1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22 . GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented,or amended onlyby a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i)The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.
This document is issued electronically and valid without signature.

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.G
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-75
Strategic Goal:	Water Quality & Environment – Other		
Department :	Public Works - Utilities Management		
Subject:	Purchase of Corrosion Inhibitor		
Budget Impact:	Adequate funds of $30,240 are allocated in the budget and funded out of the Water Fund (401).		
Summary:	This is a request to approve the purchase of corrosion inhibitor to be used at the Water Treatment Plant for the protection of valves and piping in the water distribution system.		
Recommended Action:	Staff recommends that the City Commission approve purchases of corrosion inhibitor from American Water Chemicals in exceedance of the $25,000 purchasing threshold for the price of $1.12 per pound.		
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292		

Approval:

Kelly McGuire, Finance Director	4/4/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/10/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

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: April 18, 2023

Subject: Purchase of Corrosion Inhibitor.

Commission Goal: Water Quality & Environment – Other

Introduction

This is a request to notify the City Commission that purchases of corrosion inhibitor for purchase order 20230150 to American Water Chemicals will exceed the City's purchasing threshold of $25,000.

Background

Corrosion inhibitors are chemical products which, when added to water, slow down the rate of corrosion, therefore extending the useful life of the piping systems. The purchase of corrosion inhibitor from Carus, LLC was approved in Resolution No. 2020-108 at a rate of $0.39 per pound delivered. Due to market conditions, Carus requested and was granted several price increases during the contract period. In July, 2022, as a result of another price request by Carus, LLC to $1.25 per pound delivered, Staff advertised a request for quotes on DemandStar to ascertain if the price adjustment requested was competitive. Two quotes were received: American Water Chemicals at $1.12 per pound and Sterling at $1.2291 per pound. Due to the cost savings, staff issued a Purchase Order to American Water Chemicals for the immediate supply of corrosion inhibitor.

Discussion

This is notification that the City's need to purchase corrosion inhibitor has exceeded staff's purchasing authority, thus requiring a modification to the initial Purchase Order to $30,240 from American Water Chemicals. The City Attorney's Office and the Finance Department have drafted agreements that provide for a fixed two-year term with no cost adjustments allowed and an automatic increase in the third year based on the Producer Price Index for Water Treatment Chemicals. Should additional product be required in the current fiscal year, staff intends to purchase the product from American Water Chemicals at the rate of $1.12 per pound.

Budget Impact

Adequate funds of $30,240 are allocated in the budget and funded out of the Water Fund (401).

Citizen Impact

Regulatory standards require certain chemicals be utilized to perform and enhance processes used for proper and reliable treatment of water. American Water Chemicals supplies corrosion inhibitor meeting the City's qualification standards and pricing is obtained competitively.

Recommendation

Staff recommends that the City Commission approve purchases of corrosion inhibitor from American Water Chemicals in exceedance of the $25,000 purchasing threshold for the price of $1.12 per pound.

Attachments:

1. 23-75 American Water-Corrosion Inhib (P23-0066G)
2. 20230150
3. Invoice 1
4. Invoice 2
5. Invoice 3

Approvals:

Kelly A. McGuire

Date: April 04, 2023

Kelly McGuire, Finance Director

Date: April 10, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: April 12, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-75

A RESOLUTION RATIFYING, AFFIRMING AND AUTHORIZING EXPENDITURES FOR CORROSION INHIBITOR FROM AMAYA SOLUTIONS d/b/a AMERICAN WATER CHEMICALS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in July 2022, the City solicited quotes for corrosion inhibitor in accordance with Section 2-300, *Code of Ordinances*, and accepted the quote of Amaya Solutions d/b/a American Water Chemicals, Inc. and issued a Purchase Order for $24,999.00 to provide the chemical at $1.12/lb., and

WHEREAS, to date, expenditures for the chemical total $30,240.00 (copies of a Purchase Order, Change Order and invoices are attached hereto and incorporated herein by reference), and

WHEREAS, in accordance with Sec.2-300(f) *Code of Ordinances,* because the cumulative total for the procurement from one vendor exceeds the City Manager's threshold, City Commission approval is required, and

WHEREAS, the City Manager has certified that the money for the payment of the chemical is appropriated in the Water Fund (401) now therefore,

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

SECTION ONE. The City Commission hereby ratifies and affirms the purchase of corrosion inhibitor from Amaya Solutions d/b/a American Water Chemicals, Inc. in the amount of $30,240.00 and the expenditure from the Water Fund.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

BILL TO

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	20230150

Delivery must be made within doors of specified destination.

VENDOR

AMAYA SOLUTIONS INC
AMERICAN WATER CHEMICALS
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563
Email: ACCOUNTING@MEMBRANECHEMICALS.COM
Fax: 813-623-6678

SHIP TO

Water Plant
298 Tomoka Avenue
Ormond Beach, FL 32174

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
813-246-5448	813-623-6678	2300159	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/31/2022	2744			TRANSPORTATION

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	ddr/ Corrosion inhibitor for WTP The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	**MODIFIED:** Corrosion Inhibitor for Water Plant Commodity Code: 88594 Water Treating Chemicals (Not Otherwise Classified)	1.0	EACH	$30,240.00	$30,240.00

VENDOR COPY

Total Ext. Price	$30,240.00
PO Total	**$30,240.00**

TERMS AND CONDITIONS PLEASE 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 $2,500.00 or more require a purchase order number. **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 are to 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, as they pertain to this order. This includes, but is not limited to, DOT, OSHA, EPA, DEP and the City's Registration and Insurance requirements, as 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 on the purchase order.

American Water Chemicals

1802 Corporate Center Lane, Plant City, FL 33563, USA
Tel: 813-246-5448 - Fax: 813-623-6678 - Web: www.membranechemicals.com

Invoice

Date	Invoice #
10/12/2022	05-221052/1

Bill To	Ship To
City of Ormond Beach WTP 298 Tomoka Avenue Ormond Beach, FL 32174 Email: brad.bowman@ormondbeach.org kathy.collins@ormondbeach.org	CITY OF ORMOND BEACH WATER TREATMENT PLANT 298 TOMOKA AVENUE ORMOND BEACH, FL 32174 386-676-3249

P.O. Number	Payment Terms	Rep	Ship Date	Via	Ship Terms	Reference No.
20221064	Net 30	MF	10/12/2022	Best Way	FOB DEST PPD	05-221052

Quantity	Description	UNITS	Price Each	Amount (USD)
275	AWC A-782, 3000 LBS/TOTE 1 TOTE LOT # 22-A-01010 FREIGHT INCLUDED SAIA 105340560204	GAL	12.21818	3,360.00

20230150

Brad Bowman
40153301.50

2704

Dallas Seibert
40153301.50

2731

We accept ACH and all major credit cards as form of payment. Credit cards payments are subject to a 3 % Service Fee.

Total $3,360.00

Finance charges will be added to invoices at the rate of 1.5% per month or 18% per annum to invoices more than 30 days overdue.

AWC Form 351 R6 10-29-20

American Water Chemicals

1802 Corporate Center Lane, Plant City, FL 33563, USA
Tel: 813-246-5448 - Fax: 813-623-6678 - Web: www.membranechemicals.com

Invoice

Date	Invoice #
11/17/2022	05-221185/I

Bill To

City of Ormond Beach WTP
298 Tomoka Avenue
Ormond Beach, FL 32174
Email: brad.bowman@ormondbeach.org
kathy.collins@ormondbeach.org

Ship To

CITY OF ORMOND BEACH
WATER TREATMENT PLANT
298 TOMOKA AVENUE
ORMOND BEACH, FL 32174
Dallas Seibert 386-676-3249

P.O. Number	Payment Terms	Rep	Ship Date	Via	Ship Terms	Reference No.
20230150	Net 30	MF	11/17/2022	Best Way	FOB DEST PPD	05-221185

Quantity	Description	UNITS	Price Each	Amount (USD)
1,100	AWC A-782, 275 GALS/TOTE 4 TOTES LOT # 22-A-01013 FREIGHT INCLUDED SAIA 770441649405	GAL	12.21818	13,440.00

Dallas Seibert
40153301.50
2731

Brad Bowman
40153301.50
2704

We accept ACH and all major credit cards as form of payment. Credit cards payments are subject to a 3 % Service Fee.

Total $13,440.00

Finance charges will be added to invoices at the rate of 1.5% per month or 18% per annum to invoices more than 30 days overdue.

AWC Form 351 R6 10-29-20

AMERICAN WATER CHEMICALS
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563
TEL: 813-246-5448 / FAX: 813-623-6678
ACCOUNTING@MEMBRANECHEMICALS.COM
WWW.MEMBRANECHEMICALS.COM

INVOICE

INV. DATE	INVOICE NO.
03/03/23	52215911

SOLD TO

CITY OF ORMOND BEACH
298 TOMOKA AVENUE
ORMOND BEACH FL 32174
USA

SHIP TO

CITY OF ORMOND BEACH WTP
298 TOMOKA AVENUE
ORMOND BEACH FL 32174
USA

CUST. NO.	PURCHASE ORDER NO.	P.O. CONTACT	SALESPERSON	PAYMENT TERMS
C00135	20230150	DALLAS SEIBERT	Melissa Fernandes	Net30

SHIP DATE	SHIP TERMS	SHIP VIA	TRACKING NO.	DUE DATE
03/03/23	FOB_DEST_PPD	SAIA	770479713204	04/02/23

DESCRIPTION	UNITS SHIPPED	LBS SHIPPED	PRICE/LBS	AMOUNT
AWC A-782, 3000LB TOTE	4 TOTE(S)	12,000.0000	$ 1.1200	$ 13,440.00

Brad Bowman
40153301.50
2704

Dallas Seibert
40153301.50
2731

Origin: Blanket Agreement 44.
DALLAS SEIBERT 386-275-9265
Sales Orders 5221591
Deliveries 5221591

TOTAL SALES	DISCOUNT	TAX	FREIGHT	DEPOSIT	AMOUNT DUE
$ 13,440.00				0	$ 13,440.00

ACH TRANSFER - DOMESTIC

AMAYA SOLUTIONS INC
TD BANK, N.A.
ABA/ROUTING #: 067014822
ACCOUNT #: 4370328845

WIRE TRANSFER - INTERNATIONAL

AMAYA SOLUTIONS INC
TD BANK, N.A.
SWIFT CODE: NRTHUS33XXX
ACCOUNT #: 4370328845

We accept check, ACH and all major credit cards as forms of payment. Credit card payments are subject to a 3% service fee. Finance charges will be added to invoices that are more than 30 days past due at a rate of 1.5% per month or 18% per annum.

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.H
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-76
Strategic Goal:	Transportation – Other		
Department :	Public Works - Engineering		
Subject:	FDOT Landscape Construction and Maintenance MOU for Granada Boulevard Streetscape		
Budget Impact:	Based on past maintenance costs, it is expected that the cost to maintain the sidewalks and banding comprising the Granada Boulevard Streetscape will not exceed $5,000 per year. Sufficient funds are available in the Fund 104 - Downtown Redevelopment.		
Summary:	A resolution authorizing a Landscape Construction and Maintenance Memorandum of Agreement between the City of Ormond Beach and FDOT for Granada Boulevard Streetscape. This agreement serves as FDOT's permit for this project and sets forth the City's responsibility as maintenance entity upon completion.		
Recommended Action:	Staff recommends that the City Commission authorize the execution of this agreement.		
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292		

Approval:

Kelly McGuire, Finance Director	4/3/2023	
Claire Whitley, Assistant City Manager	4/3/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Shawn Finley, Public Works Director

Date: April 18, 2023

Subject: FDOT Landscape Construction and Maintenance MOU for Granada Boulevard Streetscape

Commission Goal: Transportation – Other

Introduction

This is a request for approval of a new Florida Department of Transportation (FDOT) Landscape and Maintenance Memorandum of Agreement whereby the City maintains the streetscape improvements currently under construction along Granada Blvd. within the City's Downtown.

Background

Resolution No. 84-74 established the need for a CRA to address conditions of blight along Granada Boulevard from S.R. A1A (Atlantic Avenue) to Orchard Street. Resolution No. 87-04 adopted the Granada Streetscape master plan. A key component and first capital project of the CRA was the Granada Boulevard streetscape. The CRA streetscape, per Resolution Nos. 89-262 and 89-263, approved 47,112 linear feet of sidewalk banding (almost 9 miles), additional street trees with tree grates, planted areas, streetlights, street furniture and planter boxes. The original streetscape project was implemented in 1991 with decorative sidewalk areas on both the north and south sides of Granada Boulevard from Orchard Street to SR A1A, and additional side streets. The side streets include north and south Washington Street, the four corner parks, North John Anderson, Bovard Avenue, and along Atlantic Avenue. The original sidewalk design has concrete panels with decorative single and double colored concrete paver bands.

With the installation of the streetscape in 1991, the city signed an agreement with the Florida Department of Transportation (FDOT) that Ormond Beach would be the responsible entity to maintain the decorative streetscape. After 30 years, the paver bandings installed with the original streetscape have reached the end of their useful life. The paver bandings have separated from the sidewalk or sunk due to the installation of a flexible base (compacted aggregate with sand swept joints), instead of a hard/rigid base. FDOT has expressed concern about the condition of the paver banding within the

CRA and notified the city that these sidewalks need to be brought into compliance with the original maintenance agreement.

At the direction of the City Commission, a project to replace the existing pavers with concrete banding was advertised on June 12, 2022. On July 14, 2022, three bids were received ranging in cost between $2,818,050 and $3,959,109.28. The bid includes a base bid for the Downtown District (U.S. Highway 1 to Beach Street) and two alternate bids. Bid Alternate 1 provides for repairs in the Uptown District (U.S. Highway 1 to Orchard Street), and Bid Alternate 2 provides repairs for the Beachside District (John Anderson Drive to SR A1A). On December 6, 2022, a contract was awarded to P&S Paving, Inc. for $2,818,050 to construct this project.

Discussion

The FDOT approval of this project requires an update of the maintenance agreement between the City and FDOT. This maintenance memorandum of agreement provides for the City to install hardscape selections that meet the thematic direction of the City for the Downtown. This agreement further serves as FDOT's permit for these improvements and requires the City to maintain the improvements in a manner consistent with FDOT's authority established through Florida Administrative Code 14-40.003.

Budget Impact

Based on past maintenance costs, it is expected that the cost to maintain the sidewalks and banding comprising the Granada Boulevard Streetscape will not exceed $5,000 per year. Sufficient funds are available in the Fund 104 - Downtown Redevelopment.

Citizen Impact

The streetscape sidewalk banding repair project enhances the walkability of the CRA area and improves the overall safety and aesthetics of the downtown area.

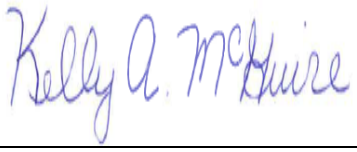
Recommendation

Staff recommends that the City Commission authorize the execution of this agreement.

Attachments:

1. 23-76 FDOT landscape Constr MOA (P23-0064G)
2. Landscape (Hardscape) Agreement- Ormond Beach
3. Agreement _Exhibit B Construction Plan
4. Agreement _Exhibit C Maintenance Plan
5. Agreement _Exhibit D Maintenance of Traffic Plan

Approvals:



Kelly McGuire, Finance Director — Date: April 03, 2023



Claire Whitley, Assistant City Manager — Date: April 03, 2023



Joyce Shanahan, City Manager — Date: April 12, 2023

RESOLUTION NO. 2023-76

A RESOLUTION AUTHORIZING THE EXECUTION OF A LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the parties desire to enter into a Landscape Construction and Maintenance Memorandum of Agreement ("Agreement") regarding ongoing maintenance of streetscape improvements along Granada Blvd. within the City's downtown area (a copy of said Agreement being attached hereto and incorporated herein by reference), and

WHEREAS, the City Commission concurs with the said recommendation, and finds that entering into a Landscape Construction and Maintenance Memorandum of Agreement with FDOT 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 Landscape Construction and Maintenance Memorandum of Agreement between the City and FDOT.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____day of _____, 2023, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **"DEPARTMENT"** and the City of Ormond Beach, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **"LOCAL GOVERNMENT."**

W I T N E S S E T H

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 40 as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 40, including decorative sidewalks and driveway aprons, benches, and trash receptacles as part of the Granada Boulevard Streetscape; and

WHEREAS, the **LOCAL GOVERNMENT**, as part of said landscaping, seeks to remove sidewalk from a portion of said right of way and replace existing sidewalk or connect the remaining sidewalk to a **LOCAL GOVERNMENT** sidewalk located on said right of way; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated_____, 2023, and attached hereto as Exhibit "A," has authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.

2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibit "C." Additionally, the **LOCAL GOVERNMENT** agrees to maintain existing sidewalk that remains in the right of way, if any, within the area between the boundary line on either side of the abutting

property extending forward to the back of the curb, or if no curb exists, then the edge of the travel lane, and within the area connecting with the sidewalk as shown in Exhibit "B", as well as any newly constructed pedestrian facilities depicted on Exhibit "B." Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT's** responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The **LOCAL GOVERNMENT** also agrees to maintain the **LOCAL GOVERNMENT** sidewalk in conformance with generally accepted standards of sidewalk maintenance. The above-named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.

4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

   (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.

   (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or

   (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT**

may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance which may impact the landscaping. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.

6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.

7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

   "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees."

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department's Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.
9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
   (a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

(c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.

(d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.

(e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

(f) **LOCAL GOVERNMENT**:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and

ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.

12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.

13. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. Anti-Discrimination - 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.

15. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

City of Ormond Beach
(LOCAL GOVERNMENT)

By:_____

_____
Printed Name & Title

Attest:_____**(SEAL)**

_____
Printed Name & Title

Legal Approval_____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Ron J. Meade, P.E., District Maintenance Engineer

Attest: _____
Victor A. LoPiccolo, Maintenance Project Manager

Legal Approval_____

Granada Boulevard Streetscape

Construction and Maintenance Memorandum of Agreement

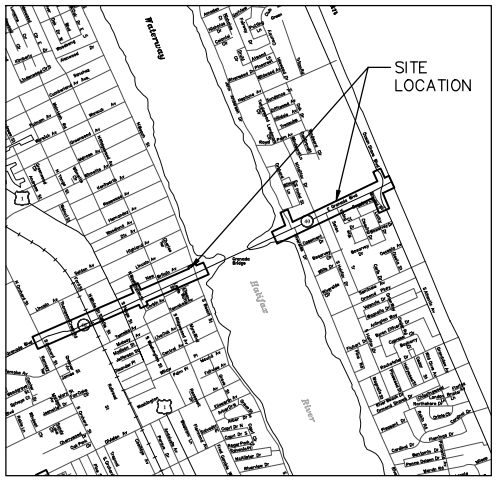
Exhibit “B”

Landscape (Hardscape) Plans

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR
BID NO.: 2022-19

CITY OF ORMOND BEACH

= SITE LOCATION



SITE LOCATION MAP

MAYOR

BILL PARTINGTON

COMMISSIONERS

DWIGHT SELBY, ZONE 1
TROY KENT, ZONE 2
SUSAN PERSIS, ZONE 3
ROB LITTLETON, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

PROJECT INTENT:

THE SCOPE OF THIS PROJECT IS TO REPAIR THE SIDEWALK BANDING WITHIN THE STREETSCAPE FROM ORCHARD STREET TO S. ATLANTIC AVENUE, INCLUDING SIDE STREETS AS DETAILED WITHIN THESE PLANS. ALL THE EXISTING ON-GRADE PLANTERS, TREE GRATE/PLANTER BOX CONCRETE PATCH AREAS AND CRACKED CONCRETE PANELS WILL BE REPLACED AS PART OF THIS PROJECT. ALL EXISTING CONCRETE PAVERS WILL BE REMOVED AND REPLACED AS DETAILED WITHIN THESE STREETSCAPE PLANS.

DRAWINGS ARE TO SCALE AT 24X36

PREPARED BY THE ENGINEERING DIVISION

SHEET	DESCRIPTION
	GENERAL
001	COVER SHEET & PROJECT LOCATION MAP
002	KEY SHEET
003	PROJECT INFORMATION
	UPTOWN DEMOLITION
101	DEMOLITION PLAN GRANADA BLVD STA 1+00 – 7+00
102	DEMOLITION PLAN GRANADA BLVD STA 7+00 – 13+00
103	DEMOLITION PLAN GRANADA BLVD STA 13+00 – 19+00
104	DEMOLITION PLAN GRANADA BLVD STA 19+00 – 24+00
	DOWNTOWN DEMOLITION
105	DEMOLITION PLAN GRANADA BLVD STA 25+50 – 32+00
106	DEMOLITION PLAN GRANADA BLVD STA 32+00 – 38+00
107	DEMOLITION PLAN GRANADA BLVD STA 38+00 – 44+00
108	DEMOLITION PLAN GRANADA BLVD STA 44+00 – 48+00
109	DEMOLITION PLAN WASHINGTON ST
110	DEMOLITION PLAN NORTH & SOUTH BEACH ST
	BEACHSIDE DEMOLITION
111	DEMOLITION PLAN GRANADA BLVD STA 61+50 – 68+00
112	DEMOLITION PLAN GRANADA BLVD STA 68+00 – 74+00
113	DEMOLITION PLAN GRANADA BLVD STA 74+00 – 80+00
114	DEMOLITION PLAN GRANADA BLVD STA 80+00 – 86+00
115	DEMOLITION PLAN GRANADA BLVD STA 86+00 – 89+00/BOVARD
116	DEMOLITION PLAN JOHN ANDERSON DR
117	DEMOLITION PLAN BOVARD AVE
118	DEMOLITION PLAN S ATLANTIC AVE
	UPTOWN SIDEWALK PLAN
201	SIDEWALK PLAN GRANADA BLVD STA 1+00 – 7+00
202	SIDEWALK PLAN GRANADA BLVD STA 7+00 – 13+00
203	SIDEWALK PLAN GRANADA BLVD STA 13+00 – 19+00
204	SIDEWALK PLAN GRANADA BLVD STA 19+00 – 24+00
	DOWNTOWN SIDEWALK PLAN
205	SIDEWALK PLAN GRANADA BLVD STA 25+50 – 32+00
206	SIDEWALK PLAN GRANADA BLVD STA 32+00 – 38+00
207	SIDEWALK PLAN GRANADA BLVD STA 38+00 – 44+00
208	SIDEWALK PLAN GRANADA BLVD STA 44+00 – 48+00
209	SIDEWALK PLAN WASHINGTON ST
210	SIDEWALK PLAN NORTH & SOUTH BEACH ST
	BEACHSIDE SIDEWALK PLAN
211	SIDEWALK PLAN GRANADA BLVD STA 61+50 – 68+00
212	SIDEWALK PLAN GRANADA BLVD STA 68+00 – 74+00
213	SIDEWALK PLAN GRANADA BLVD STA 74+00 – 80+00
214	SIDEWALK PLAN GRANADA BLVD STA 80+00 – 86+00
215	SIDEWALK PLAN GRANADA BLVD STA 86+00 – 89+00/BOVARD
216	SIDEWALK PLAN JOHN ANDERSON DR
217	SIDEWALK PLAN S ATLANTIC AVE
	DETAILS
301	STANDARD & CONSTRUCTION DETAILS
302	SIDEWALK DETAILS
303	SIDEWALK DETAILS
304	STANDARD DETAILS
305	MAINTENANCE OF TRAFFIC
306	MAINTENANCE OF TRAFFIC
307	MAINTENANCE OF TRAFFIC



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

KEY SHEET

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 002

CONCRETE COLOR SPECIFICATIONS:

- THE INTEGRAL COLORED CONCRETE WILL BE "CHROMIX G" FOR COLOR-CONDITIONED CONCRETE BY SCOFIELD, A SIKA BRAND. REFER TO "CHROMIX G" CUT SHEET INFORMATION WITHIN THE PROJECT MANUAL SPECIFICATIONS.

- THE INTEGRAL COLOR WILL BE ESTRUSCAN TILE (C-3260), SEE COLOR CHART IN THE PROJECT MANUAL.

CONCRETE COLOR SEALING SPECIFICATIONS:

- ALL INTEGRAL COLORED CONCRETE WILL BE SEALED WITH "CLEAR GUARD CURE & SEAL". REFER TO PRODUCT CUT SHEET INFORMATION WITHIN THE PROJECT MANUAL SPECIFICATIONS. THIS IS A SOLVENT-BASED CONCRETE SEALER FORMULATED TO ACHIEVE BOTH A PROTECTIVE AND DECORATIVE FINISH AS WELL AS ALLOW THE CONCRETE TO ATTAIN FULL MIX DESIGN PROPERTIES.

- APPLY TWO (2) COATS TOTAL. THE SECOND COAT SHALL BE APPLIED WITHIN 28 DAYS.

COQUINA SHELL SPECIFICATIONS:

- THE SHELL SUPPLIER FOR THIS PROJECT SHALL BE CONNERY CONCRETE VERO BEACH, CONTACT JIM CONNERY (772) 231-1224. NO OTHER SUBSTITUTIONS WILL BE ALLOWED.

- COQUINA/TABBY SHELL SHALL BE GRADE 2, NATURAL CLEAN SHELL, NONE BLEACHED. NO SURFACE SHELL ALLOWED.

- APPLICATION RATE: COQUINA SHELL SHALL BE TOP SEEDED 1 1/4 LB. PER SQUARE FEET OF BANDING AREA. SHALL BE APPLIED UNIFORMLY.

- SEE PICTURE BELOW FOR SHELL COVERAGE EXPECTED AND SHELL GRADE.

EXAMPLE OF FINISH PRODUCT EXPECTATIONS:



- COLOR: ESTRUSCAN TILE (C-3260), SEE COLOR CHART IN THE PROJECT MANUAL.

DOWNTOWN LOW KNEE WALL PAINTING:

- ON SHEET 207, THE LOW KNEE WALL SHALL BE PAINTED WITH SHERWIN WILLIAMS DURATION EXTERIOR ACRYLIC LATEX; SHEEN: LOW LUSTRE; COLOR: SW700; WHITE IRIS APPLY TWO (2) COATS MINIMUM.

LANE CLOSURE SCHEDULE - SR-40

ORCHARD ST TO SR-5 / US-1 (MP 29.402 - MP 30.357)
NO LANE CLOSURES - 2:00 PM TO 6:00 PM - NORTHBOUND
NO LANE CLOSURES - 2:00 PM TO 6:00 PM - SOUTHBOUND

SR-5 / US-1 TO HALIFAX DR (MP 0.000 - MP 1.110)
NO LANE CLOSURES - 7:00 AM TO 8:00 PM - EASTBOUND
NO LANE CLOSURES - 7:00 PM TO 8:00 PM - WESTBOUND

HALIFAX DR TO SR-A1A (MP 1.110 - MP 1.481)
NO RESTRICTIONS

POSTED SPEED LIMIT: 35 MPH
DESIGN SPEED LIMIT: 40 MPH
(TAKEN FROM CONTRACT PLANS, DATED 06/29/12)
(FINANCIAL PROJECT ID: 424904-1-52-01)

NO WORK ALLOWED:

NO WORK ALLOWED ON WEEKENDS, CITY OF ORMOND BEACH HOLIDAYS, OR FDOT SPECIAL EVENTS DATES, INCLUDING DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, BLACK COLLEGE REUNION AND BIKETOBERFEST.

MAINTENANCE OF TRAFFIC:

- ALL WORK PERFORMED WITHIN THE FDOT R/W SHALL BE IN ACCORDANCE WITH 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2019-20.

- ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL WORK IS COMPLETE.

CALL BEFORE YOU DIG:

- PURSUANT TO CHAPTER 556, FLORIDA STATUTES, AS AMENDED, AN EXCAVATOR OF THE WORK PERFORMED UNDER THE SCOPE OF THESE PLANS SHALL CALL THE "SUNSHINE STATE ONE-CALL OF FLORIDA" AT 1-800-432-4770, NOT LESS THAN TWO OR MORE THAN FIVE BUSINESS DAYS BEFORE BEGINNING EXCAVATION.

- VOLUSIA COUNTY TRAFFIC ENGINEERING IS NOT A MEMBER OF SUNSHINE ONE-CALL. ALL SIGNAL LOCATES WILL NEED TO BE REQUESTED FROM TRAFFIC ENGINEERING (386) 239-6537, AT LEAST ONE BUSINESS DAY PRIOR TO BEGINNING WORK.

DEMOLITION:

- ALL REMOVED CONCRETE PAVERS SHALL BE GIVEN TO A RECYCLE COMPANY & NOT BE DISPOSED OF IN A LANDFILL.

- ALL OTHER REMOVED MATERIALS SHALL BE REMOVED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.

- ALL EXISTING ON-GRADE RECTANGULAR PLANTER AREAS SHALL BE PREPPED TO REMOVE ALL PLANT MATERIALS AND ASSOCIATED MATERIALS TO PROPERLY BE PREPPED FOR NEW CONCRETE COLOR BANDINGS AND CONCRETE PANEL AREAS. REFER TO DETAILS A-1, B-1, C-1, D-1, E-1 & G-1 AND OTHER PLANTER AREAS IDENTIFIED ON THE DEMOLITION PLANS.

- ALL EXISTING ON-GRADE RECTANGULAR PLANTER AREAS SHALL HAVE ALL IRRIGATION PARTS REMOVED AND CAPPED BACK TO THE MAIN LATERAL.

- THE BACKSIDE OF THE SIDEWALK THAT ABUTS SOD OR LANDSCAPE AREAS, THE EXISTING MULCH SHALL BE REMOVED TO 3" INCHES BELOW THE SIDEWALK GRADE. THIS INCLUDES THE NOTCHES AREAS AROUND THE EXISTING TREES.

- ALL EXISTING PLANT MATERIALS/DEBRIS THAT IMPEDE THE WORK ON THE SIDEWALK RENOVATIONS SHALL BE TRIMMED BACK AND ANY REMOVALS SHALL BE APPROVED BY THE PROJECT MANAGER.

- ALL WOOD LANDSCAPE STRIPS SHALL BE REMOVED WITH SIDEWALK PROJECT AREA.

- ALL STUMPS WITHIN THE PLANTERS OR NOTCHED AREAS SHALL BE REMOVED.

- SEE DEMOLITION PLANS FOR PLANT MATERIALS TO BE REMOVED.

VEHICULAR DRIVEWAYS WORK:

- ALL VEHICULAR DRIVEWAYS WORK WILL BE NIGHT WORK AS NOT TO DISRUPT THE BUSINESSES.

- STEEL PLATES WILL BE PLACED OVER FINISHED COLORED CONCRETE WORK FOR A MINIMUM OF FIVE (5) DAYS FOR CURING.

IRRIGATION NOTES:

- ALL EXISTING ON-GRADE RECTANGULAR PLANTER AREAS SHALL HAVE ALL IRRIGATION PARTS REMOVED AND CAPPED BACK TO THE MAIN LATERAL.

- ALL EXISTING STUBBED UP/CAPPED IRRIGATION DUE TO THE REMOVAL OF THE RECTANGULAR PLANTER BOXES SHALL BE CAPPED BELOW THE NEW CONCRETE OR REMOVED BACK TO THE MAIN LATERAL IF FEASIBLE.

PROJECT LAYOUT NOTES:

- ALL NEWLY PLACED COLORED OR GRAY CONCRETE SHALL MATCH THE EXISTING GRADES OF THRESHOLDS, MANHOLES, ELECTRICAL BOXES AND EXISTING CONCRETE PANELS. SEE DETAILS.

PROJECT CALCULATIONS:

- ALL PROJECT QUANTITIES WERE MEASURED IN THE FIELD.
- SEE THE BID TAB, SECTION 00300 FOR PROJECT QUANTITIES

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

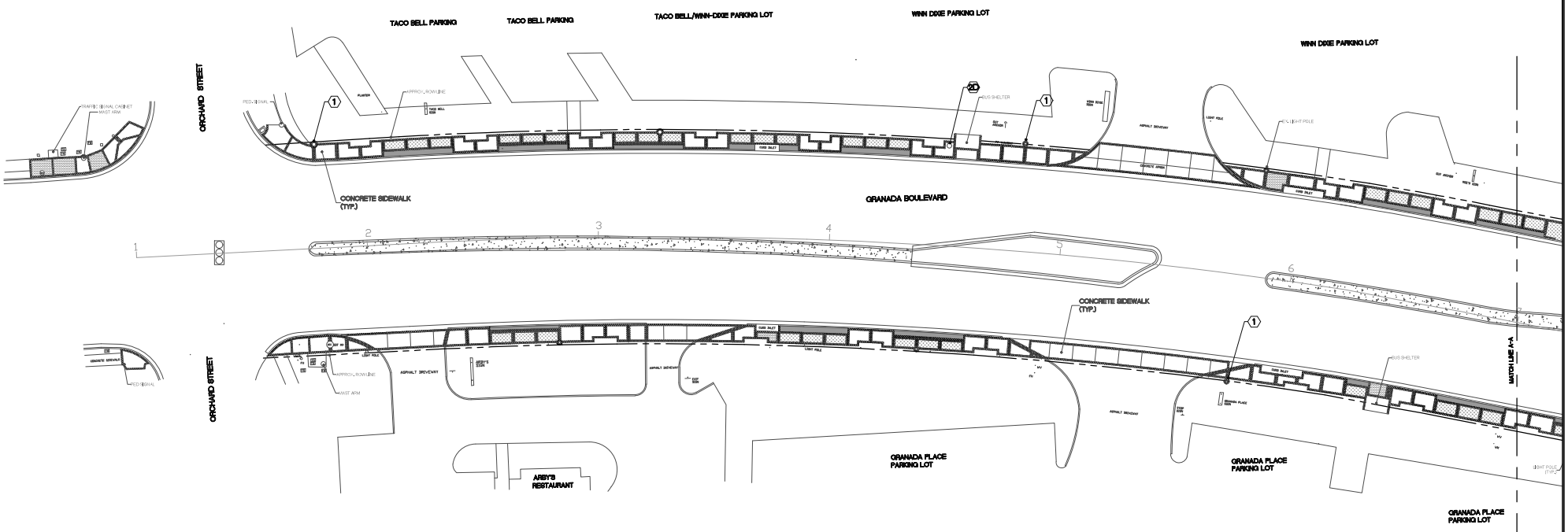
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

PROJECT INFORMATION

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 003



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED DUE TO BEING CRACKED, CONCRETE PATCH OR POOR CONDITION
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED DUE TO THE REMOVAL OF THE SIDEWALK NOTCH IN SELECT AREAS AS SHOWN
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE (TYP.)

NORTH

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

NO.	DATE	REVISIONS	BY

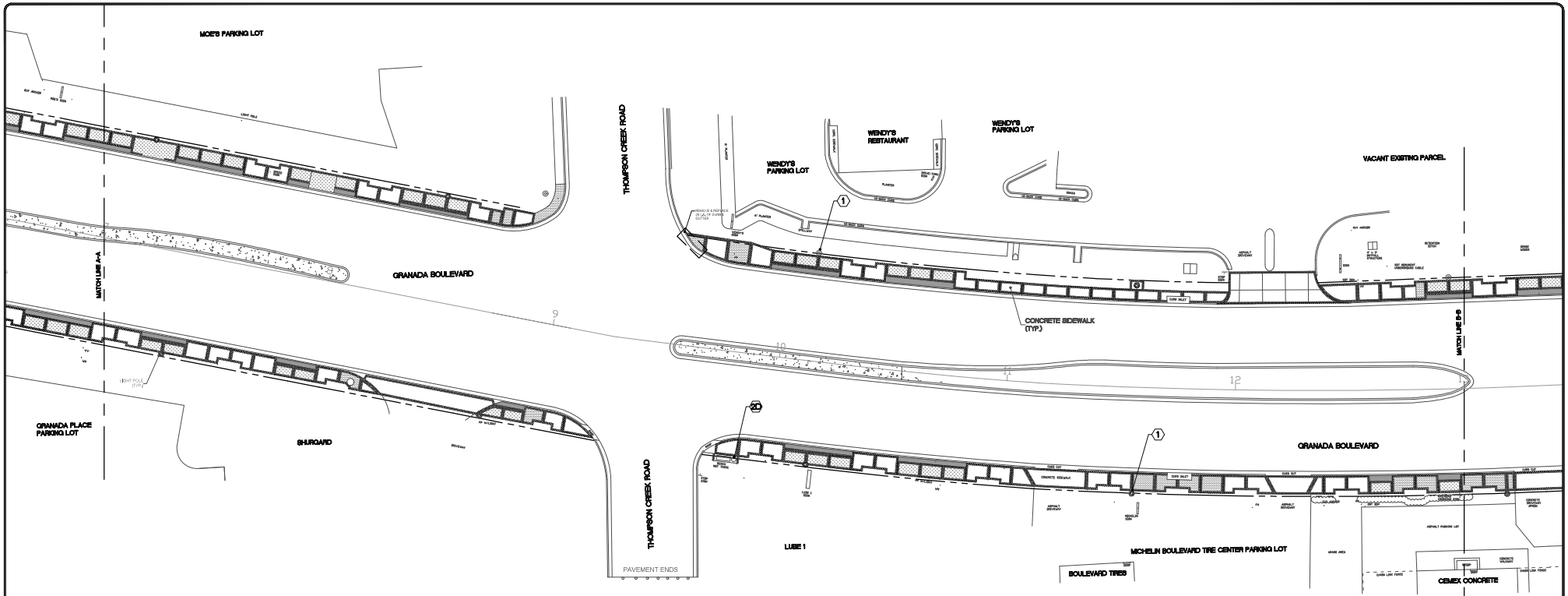
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 1+00 - 7+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 101



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

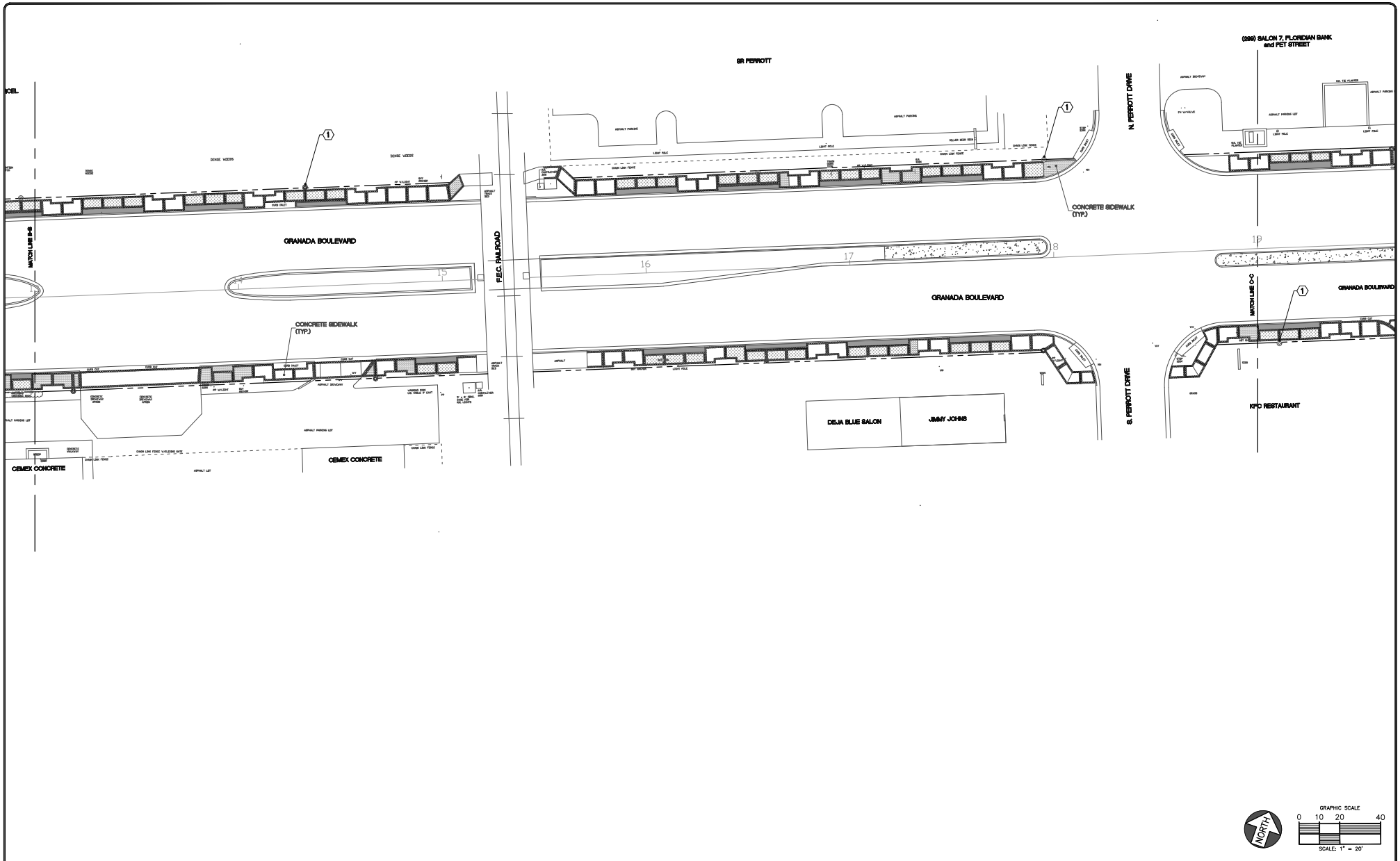
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 7+00 - 13+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 102



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

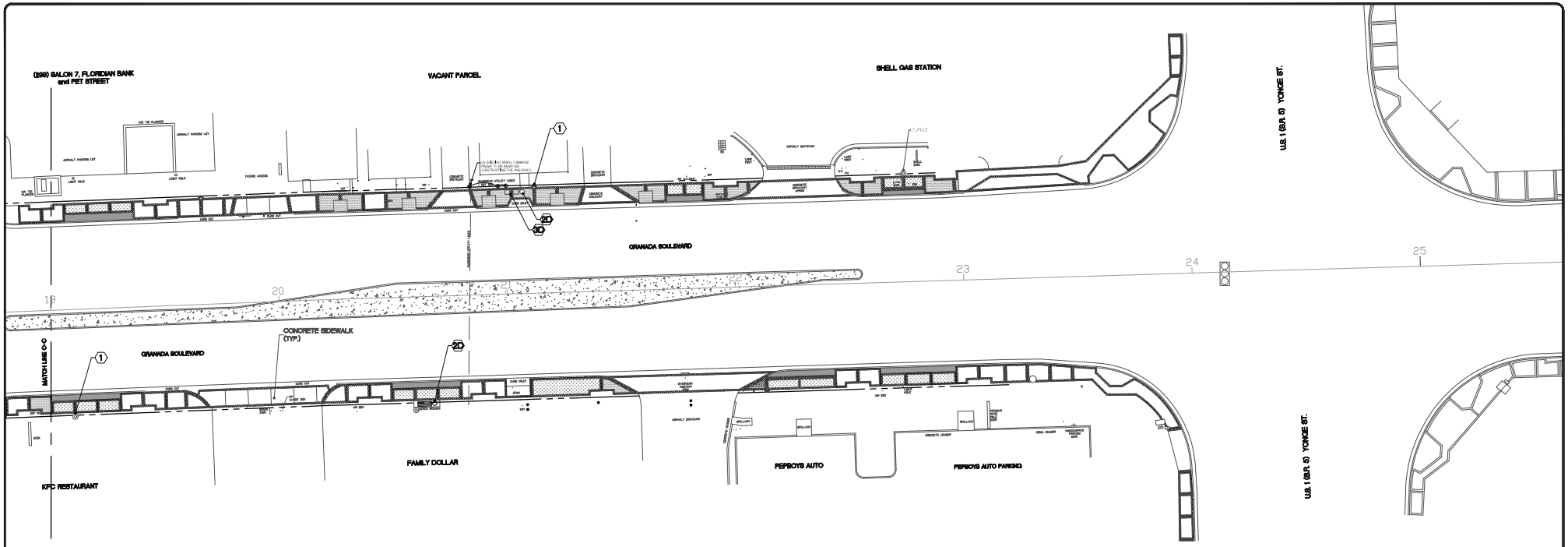
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 13+00 - 19+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 103



NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

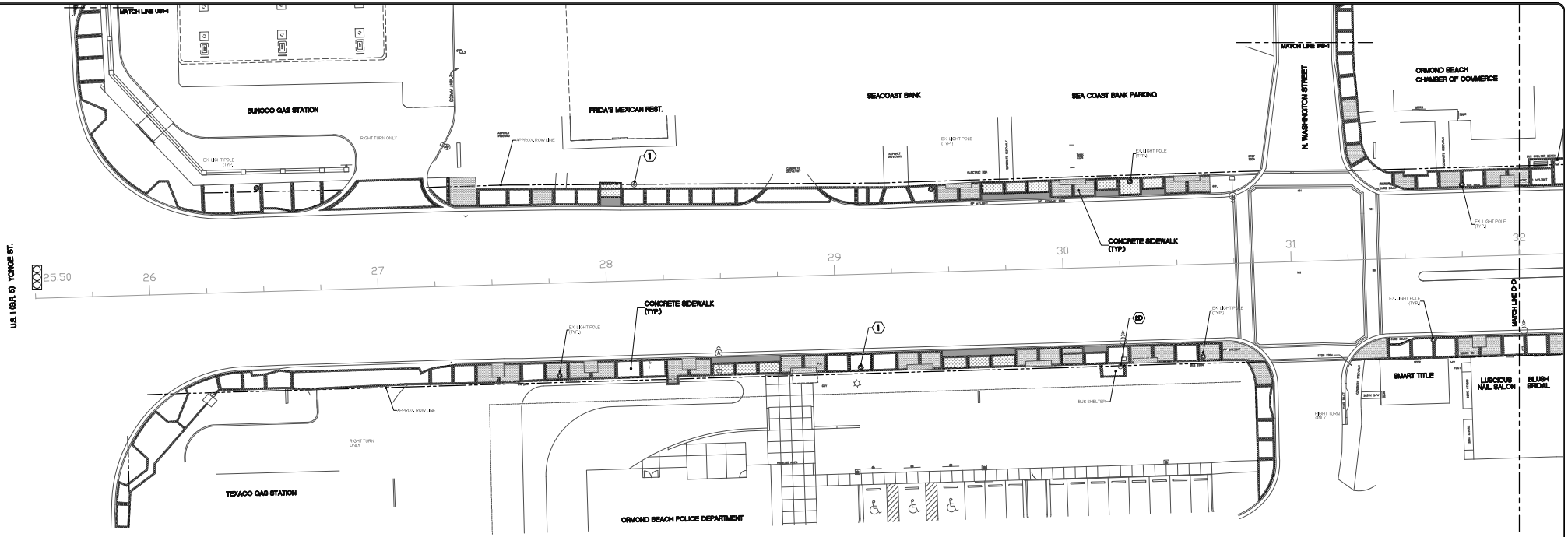
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

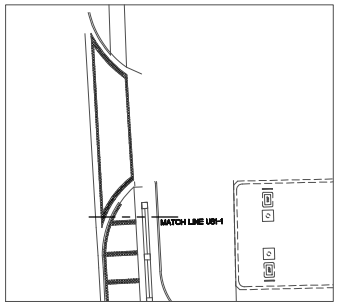
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 19+00 - 24+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_1.DWG
DRAWN BY: MC	SHEET: 104



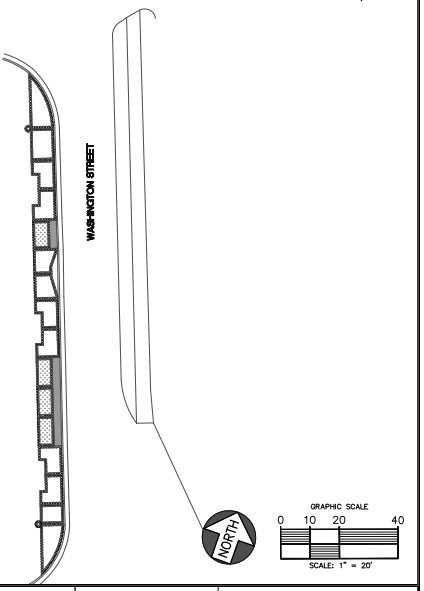


DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED DUE TO BEING CRACKED, CONCRETE PATCH OR POOR CONDITION
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED DUE TO THE REMOVAL OF THE SIDEWALK NOTCH IN SELECT AREAS AS SHOWN
- (2D) EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- (3D) EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- (1) EXISTING BLACK TUDOR DECORATIVE LIGHT POLE (TYP.)



NO.	DATE	REVISIONS	BY

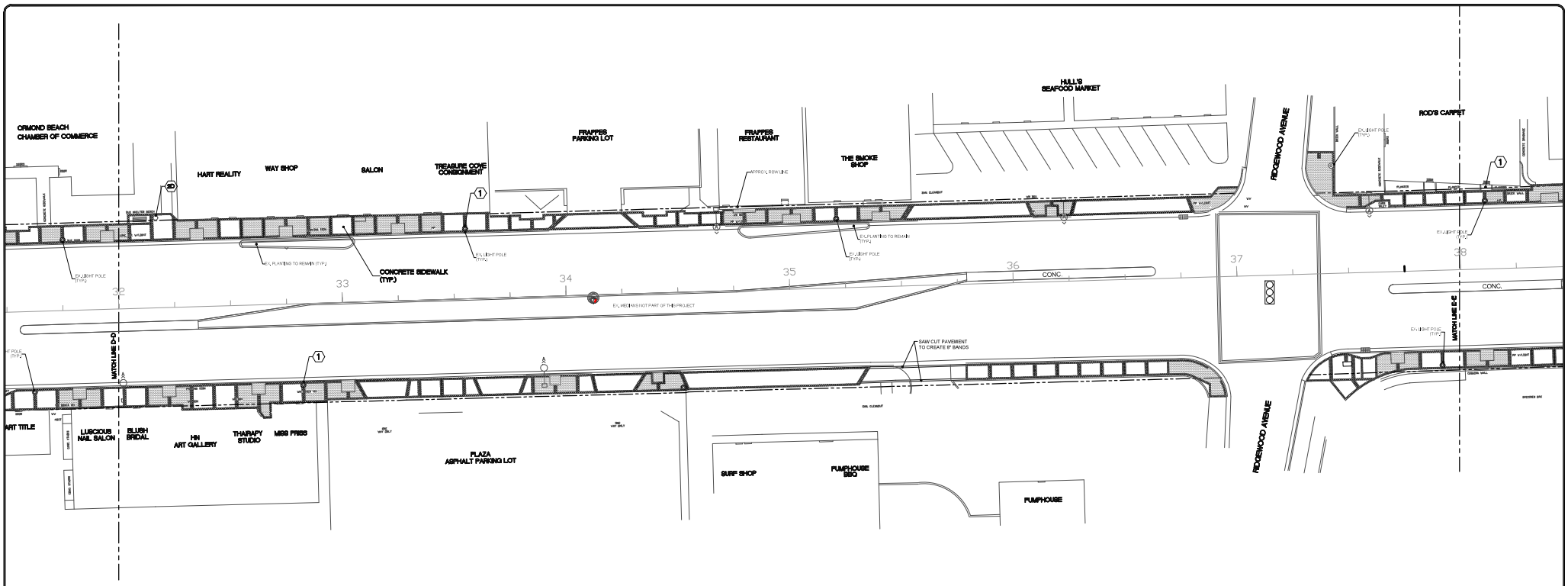
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 26+00 - 32+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 105



NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

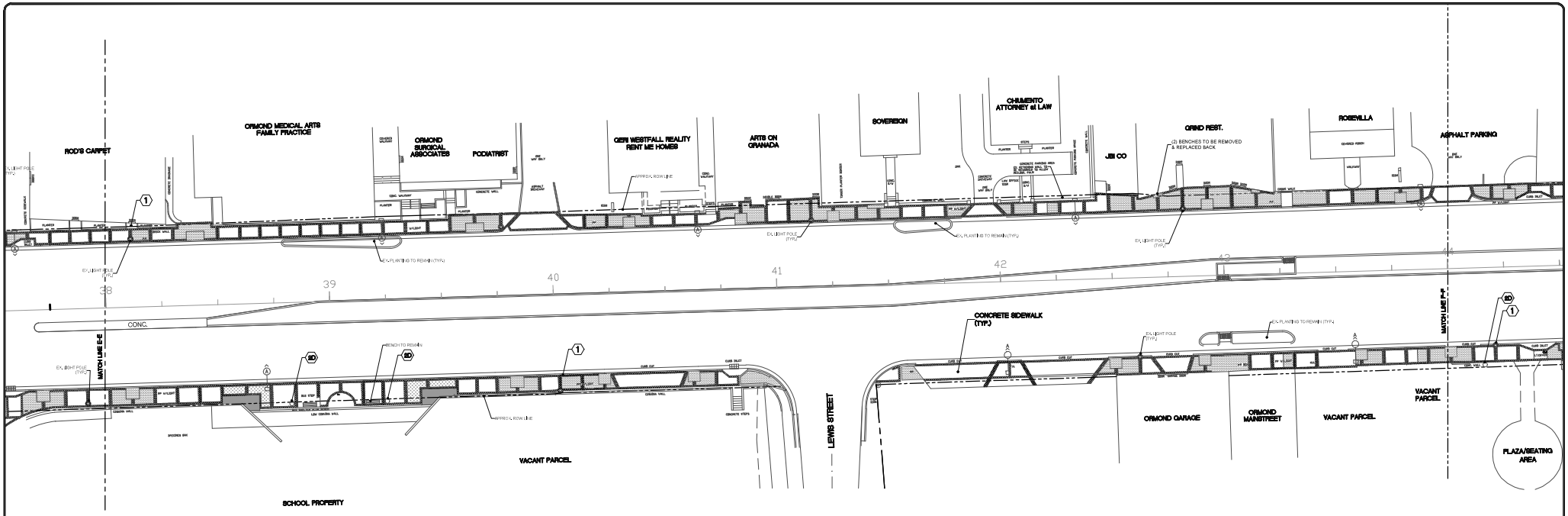
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

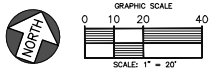
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK
BANDING REPAIR - "DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 32+00 - 38+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 106





NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

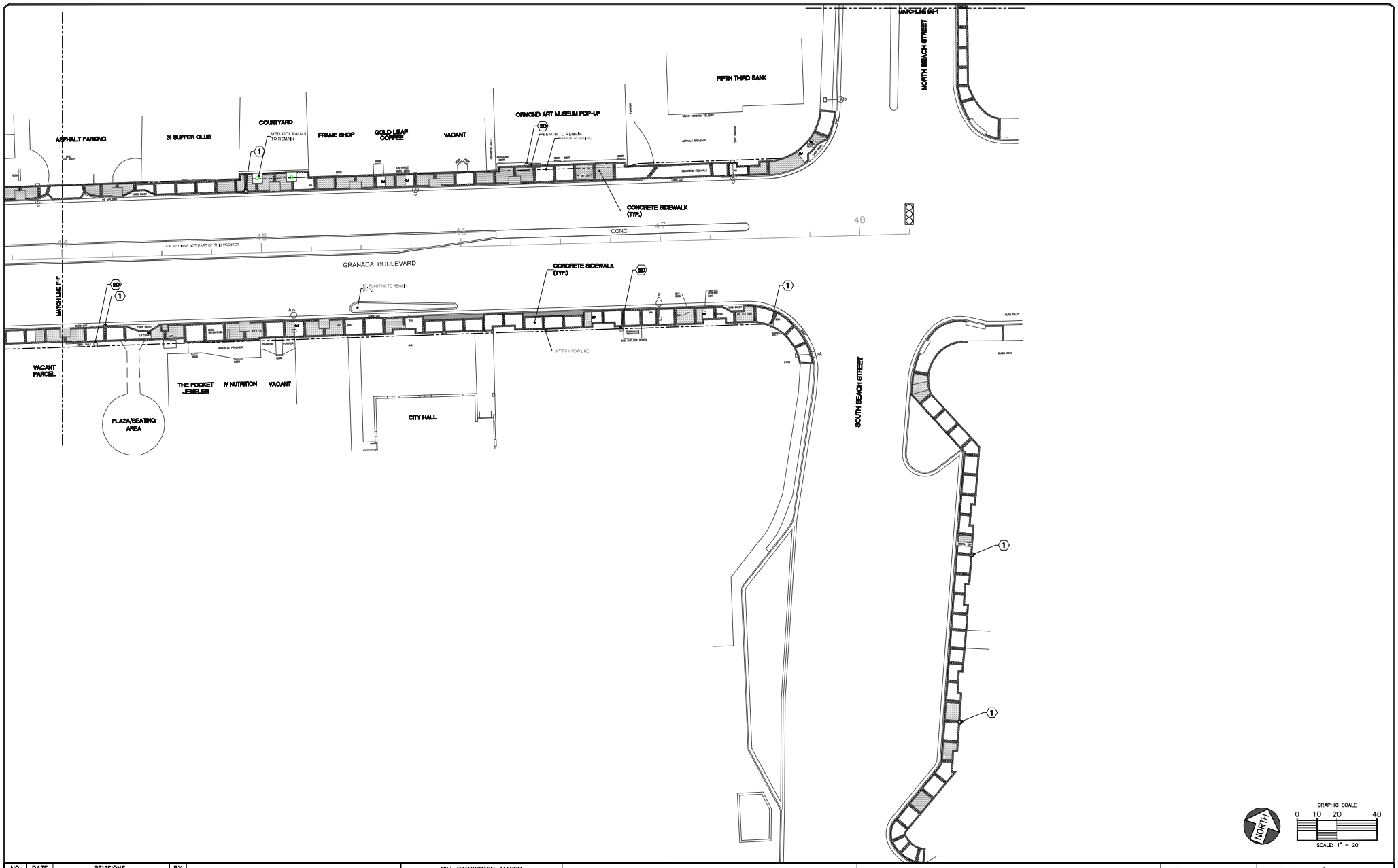
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 38+00 - 44+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 107



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

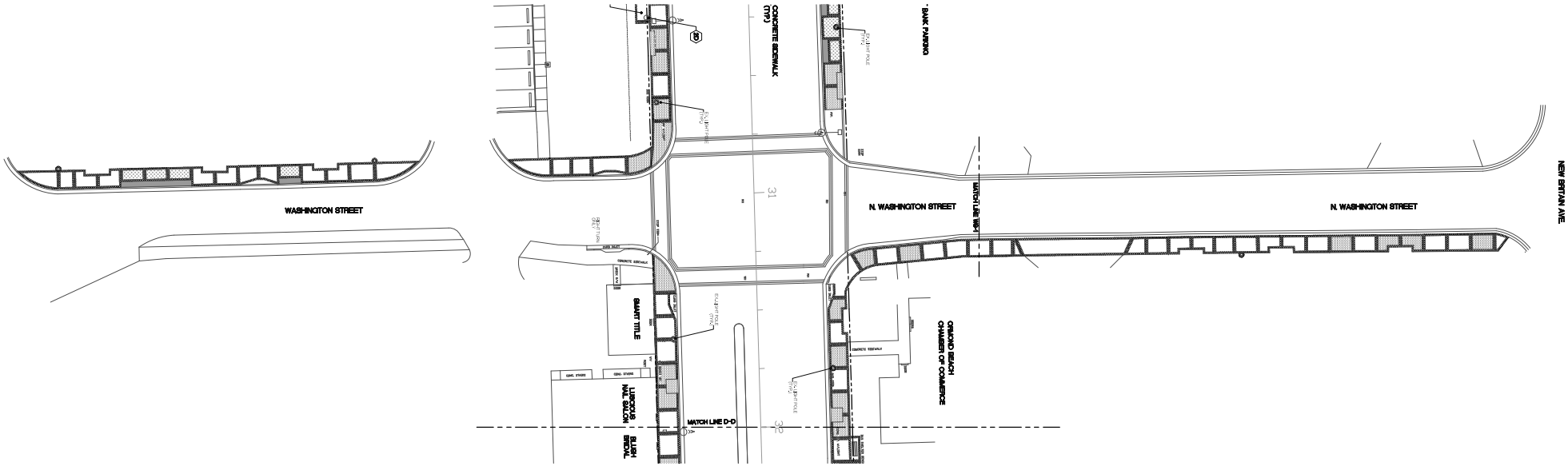
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

DEMOLITION PLAN
GRANADA BLVD STA 44+00 - 48+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 108



NORTH

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

NO.	DATE	REVISIONS	BY

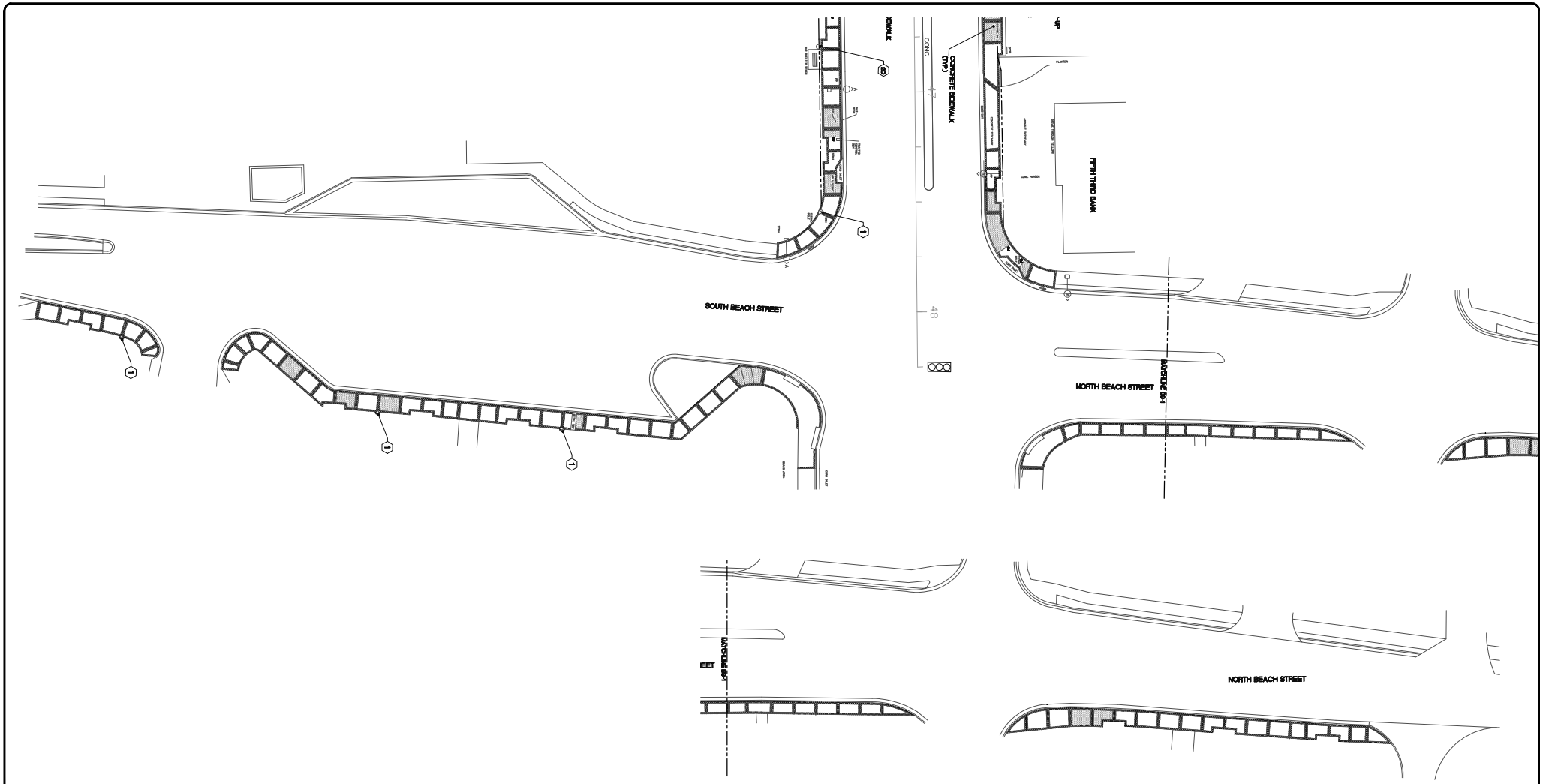
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

DEMOLITION PLAN WASHINGTON ST

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 109



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

NORTH

NO.	DATE	REVISIONS	BY

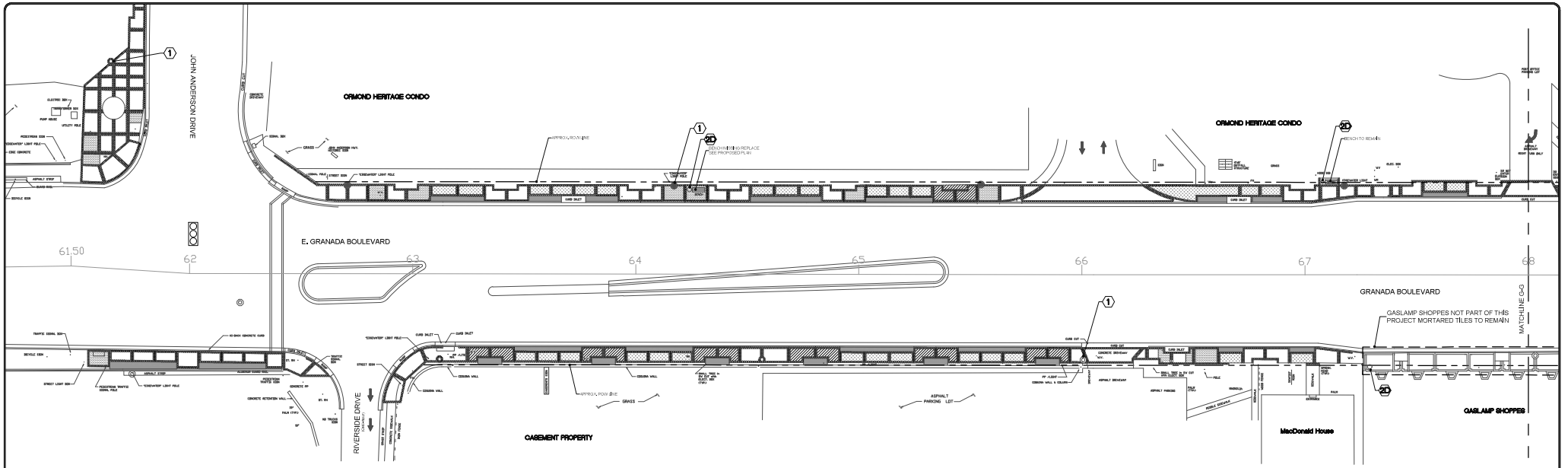
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

DEMOLITION PLAN
NORTH and SOUTH BEACH ST

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_2.DWG
DRAWN BY: MC	SHEET: 110



DEMOLITION LEGEND:

- EXISTING SINGLE AND DOUBLE CONCRETE PAVER BANDING TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED FOR REMOVAL OF ON-GRADE PLANTERS
- EXISTING ON-GRADE PLANTERS TO BE REMOVED
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED DUE TO BEING CRACKED, CONCRETE PATCH OR POOR CONDITION
- EXISTING CONCRETE SIDEWALK PANELS TO BE REMOVED DUE TO THE REMOVAL OF THE SIDEWALK NOTCH IN SELECT AREAS AS SHOWN
- 2D EXISTING DETERIORATED TRASH RECEPTICLES TO BE REMOVED
- 3D EXISTING DETERIORATED BENCH TO BE REMOVED

EXISTING KEY:

- 1 EXISTING BLACK TUDOR DECORATIVE LIGHT POLE (TYP.)

NORTH

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

NO.	DATE	REVISIONS	BY

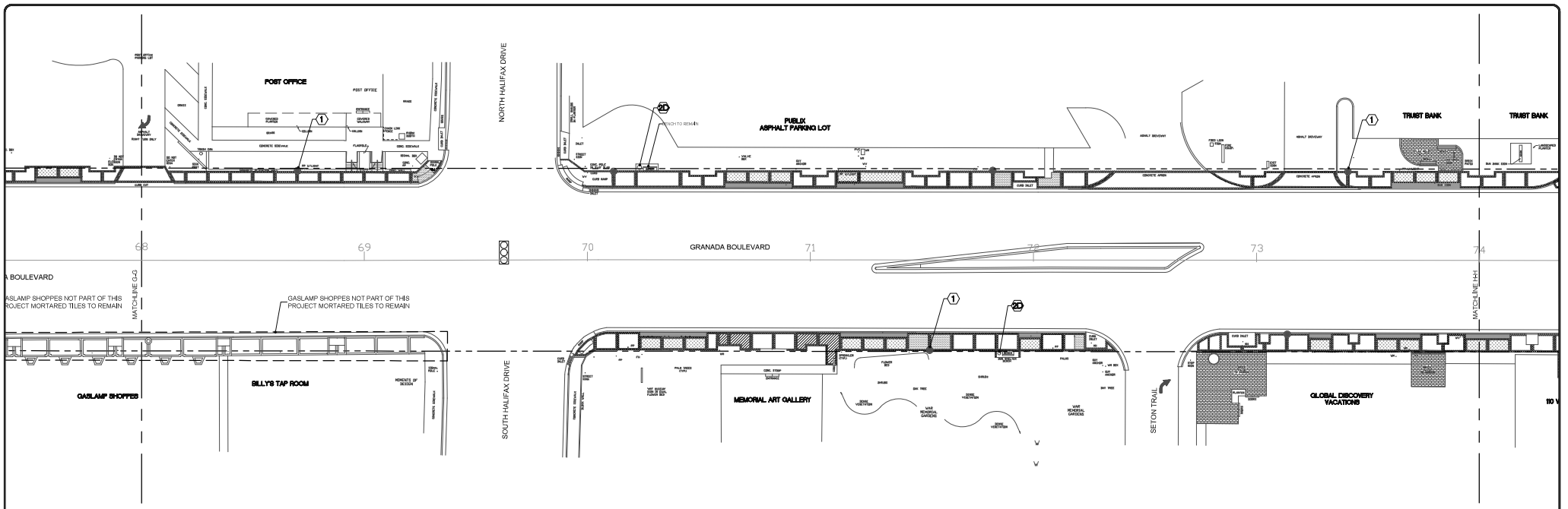
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 62+00 - 68+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 111



NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

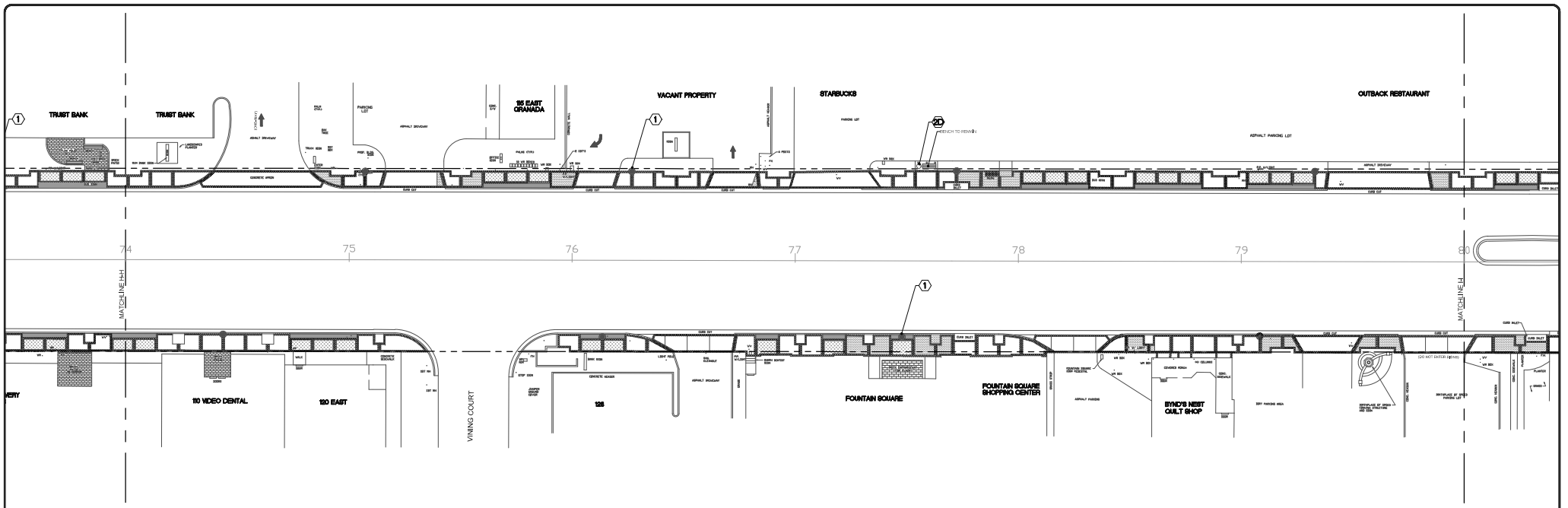
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 68+00 - 74+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET:112



NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 74+00 - 80+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
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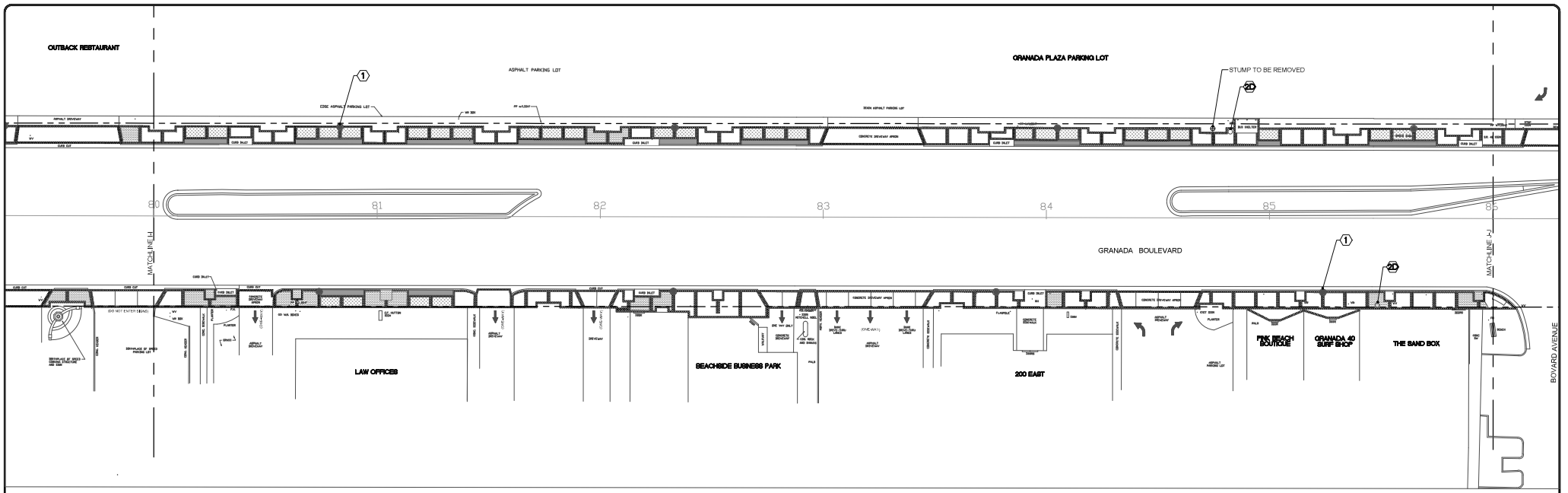


NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

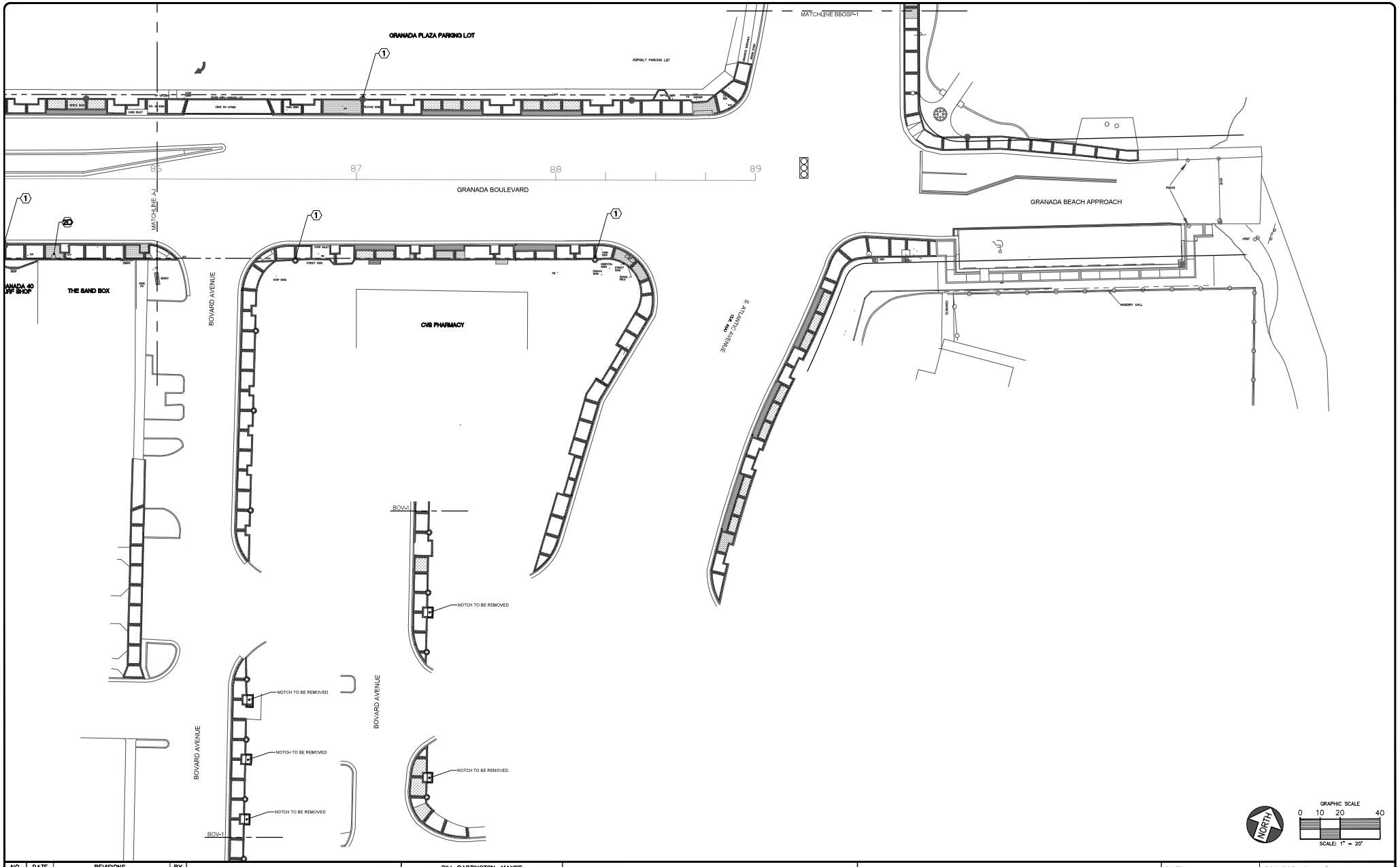
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 80+00 - 86+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 114



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

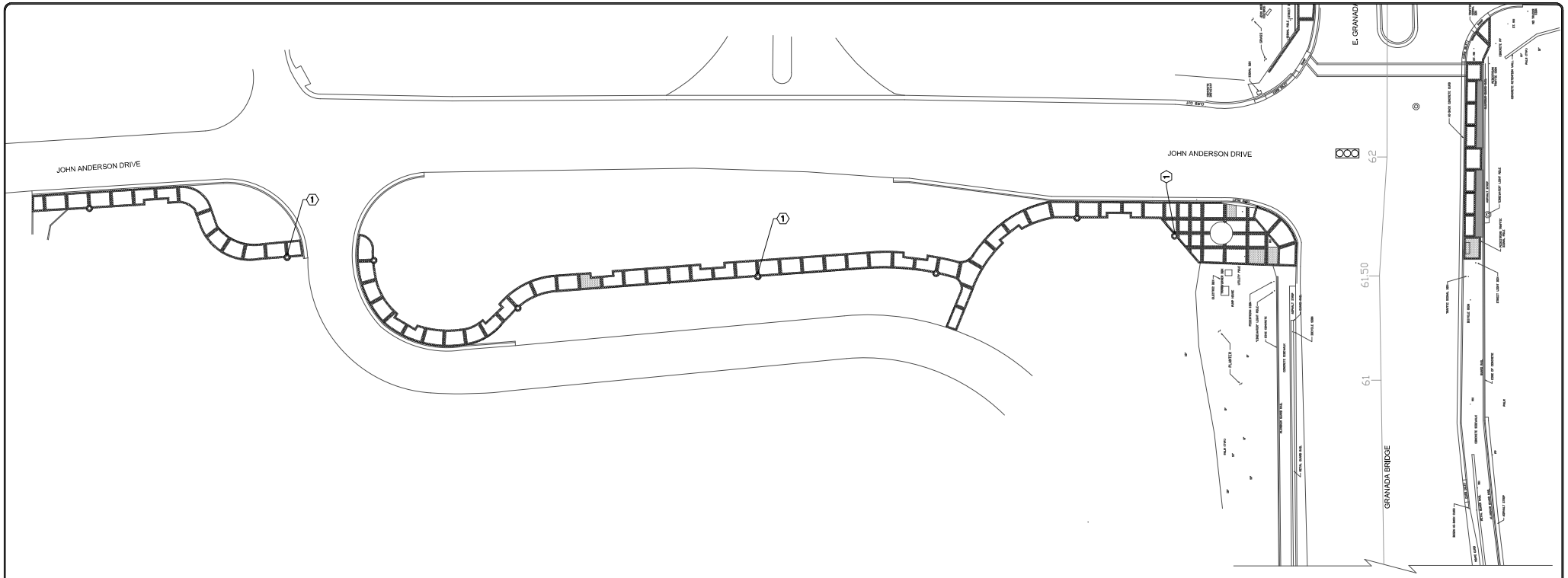
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
GRANADA BLVD STA 86+00 - 89+00/BOVARD

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 115



NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

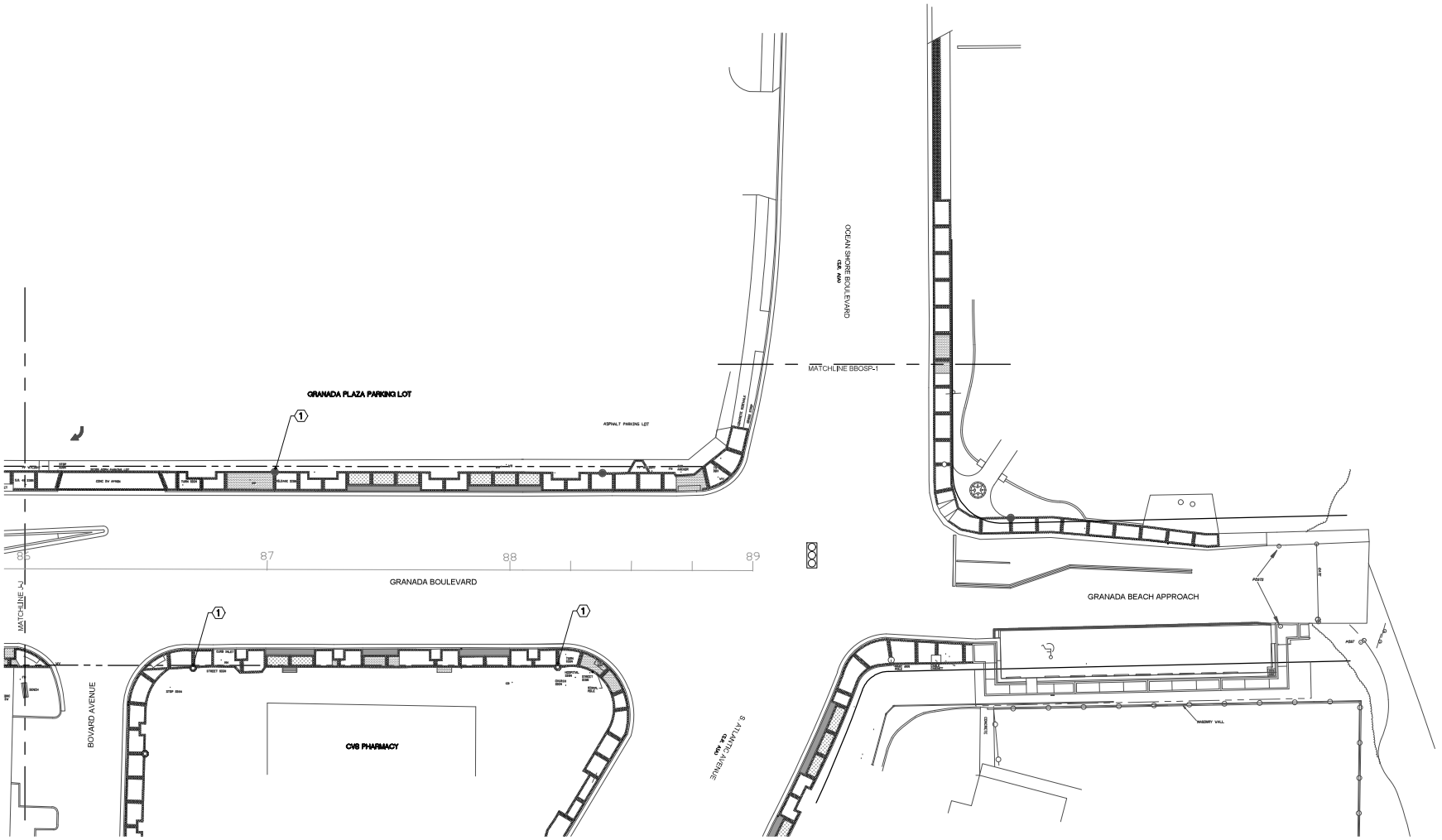
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
JOHN ANDERSON DR

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 116



NO.	DATE	REVISIONS	BY

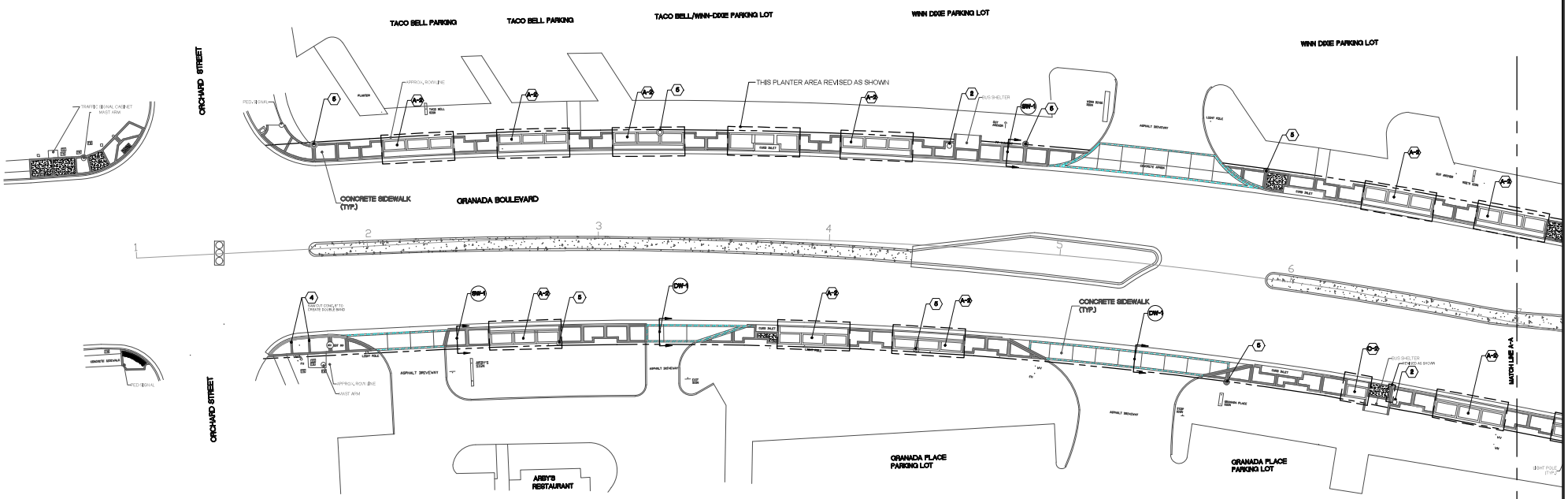
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

DEMOLITION PLAN
S. ATLANTIC AVE.

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_DEMO_3.DWG
DRAWN BY: MC	SHEET: 117



MATERIALS LEGEND:

PROPOSED DETECTABLE WARNING MAT
COLOR TERRACOTTA
FDOT APPROVED

PROPOSED 4" THICK GRAY CONCRETE (3,000 PSI @ 28 DAYS)
SEE SIDEWALK DETAIL M-3

SIDEWALK SINGLE AND DOUBLE BANDING AREAS
PROPOSED 4" THICK INTEGRAL COLORED CONCRETE w/COQUINA SHELL FINISH
(3,000 PSI @ 28 DAYS) SEE DETAIL SW-1

EXISTING DRIVEWAYS - PROPOSED 6" AND 15" WIDE BANDS SEE DRAWING FOR LOCATIONS
PROPOSED 6" THICK INTEGRAL COLORED CONCRETE w/COQUINA SHELL FINISH
(3,000 PSI @ 28 DAYS) SEE DETAIL DW-1

2. PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
3. PROPOSED BENCH, SEE CITY DETAIL SC-5
4. PROPOSED DOUBLE BANDING ADDED BACK
5. TUDOR LIGHT PAVEMENT DETAIL AT SIDEWALK EDGE
6. TUDOR LIGHT PAVEMENT DETAIL ADJACENT TO CURB
7. PROPOSED SINGLE BANDING ADDED BACK
8. TUDOR LIGHT SURROUNDED BY PAVEMENT DETAIL

NORTH

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

NO.	DATE	REVISIONS	BY

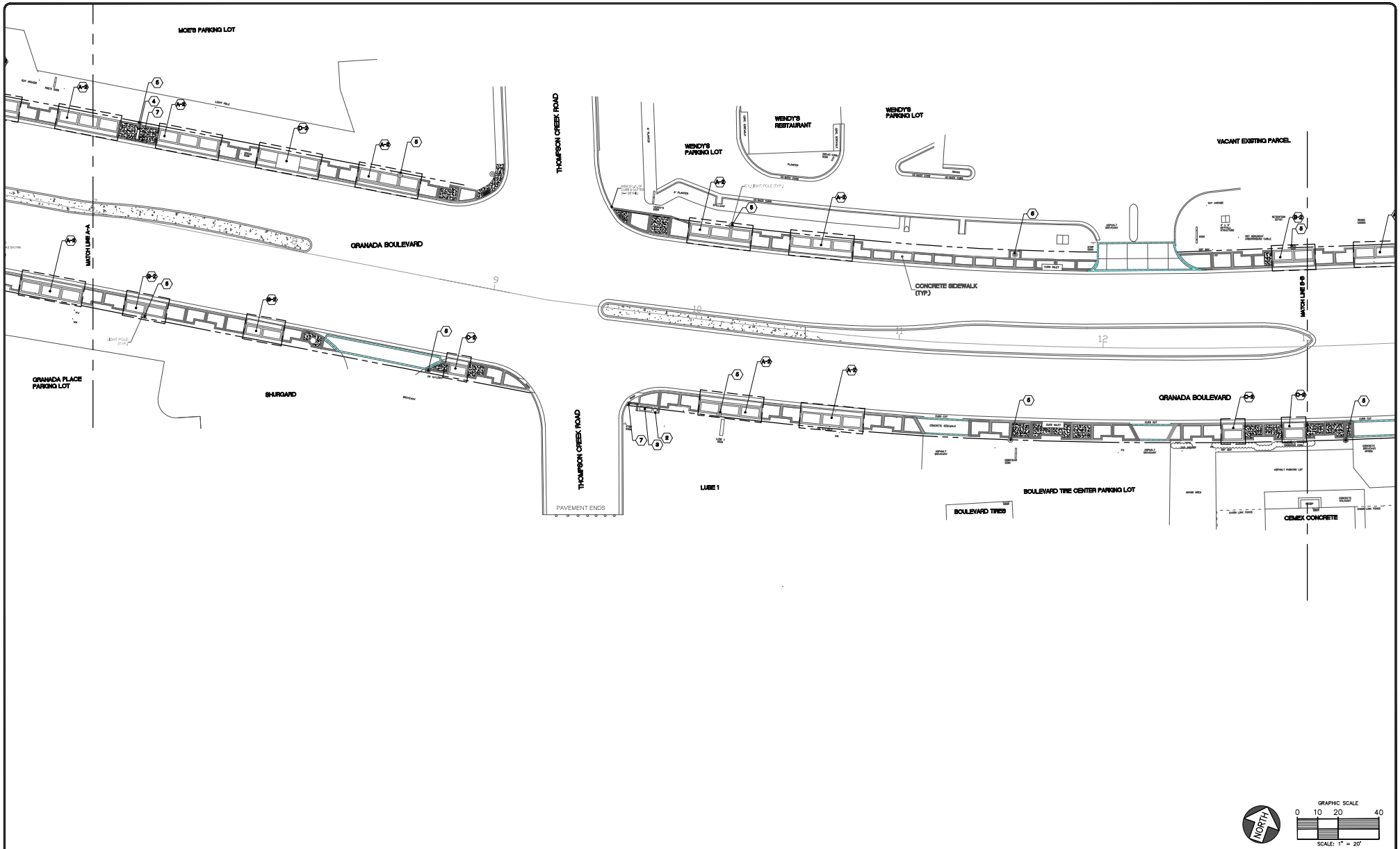
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 1+00 - 7+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 201



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

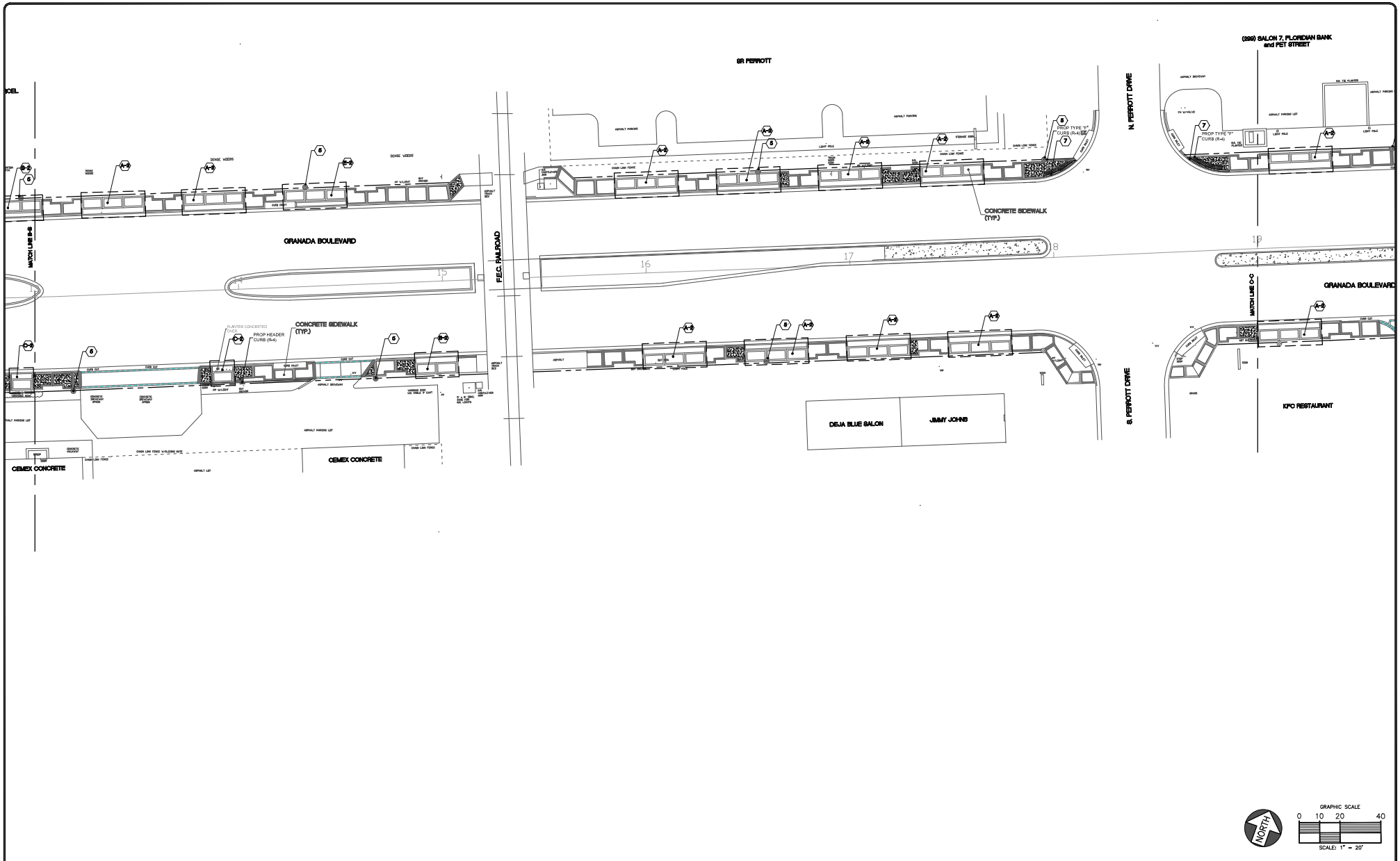
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 7+00 - 13+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 202



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

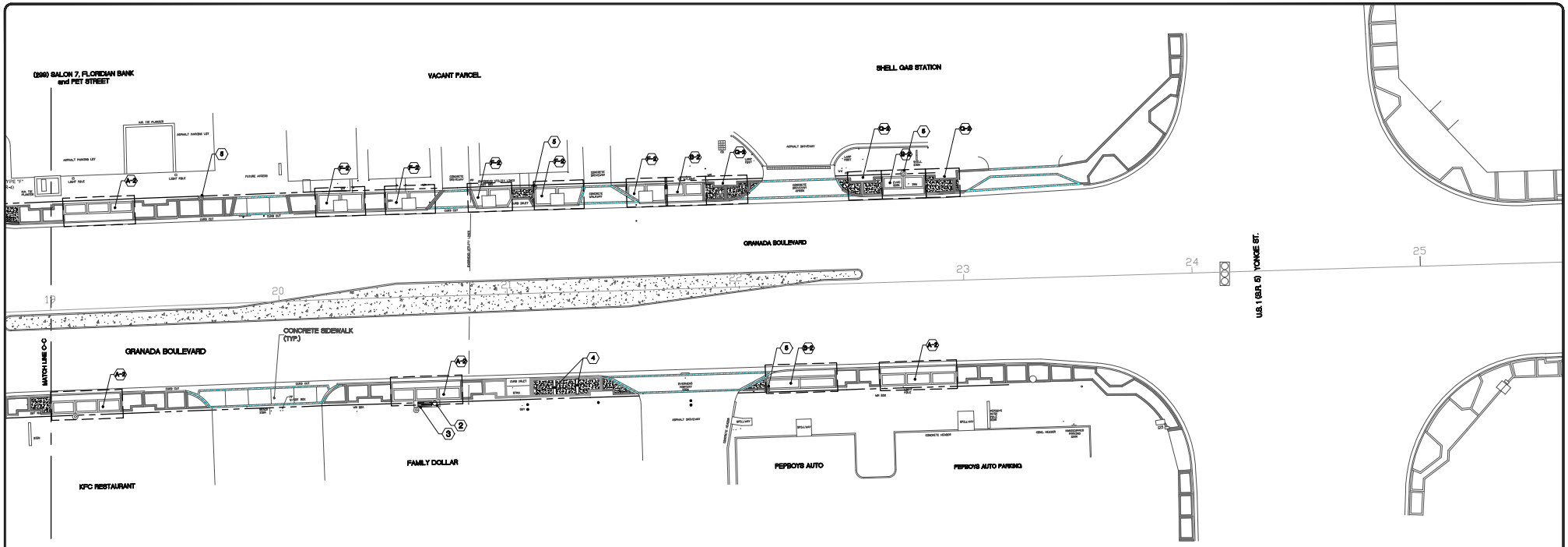
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 13+00 - 19+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 203



NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

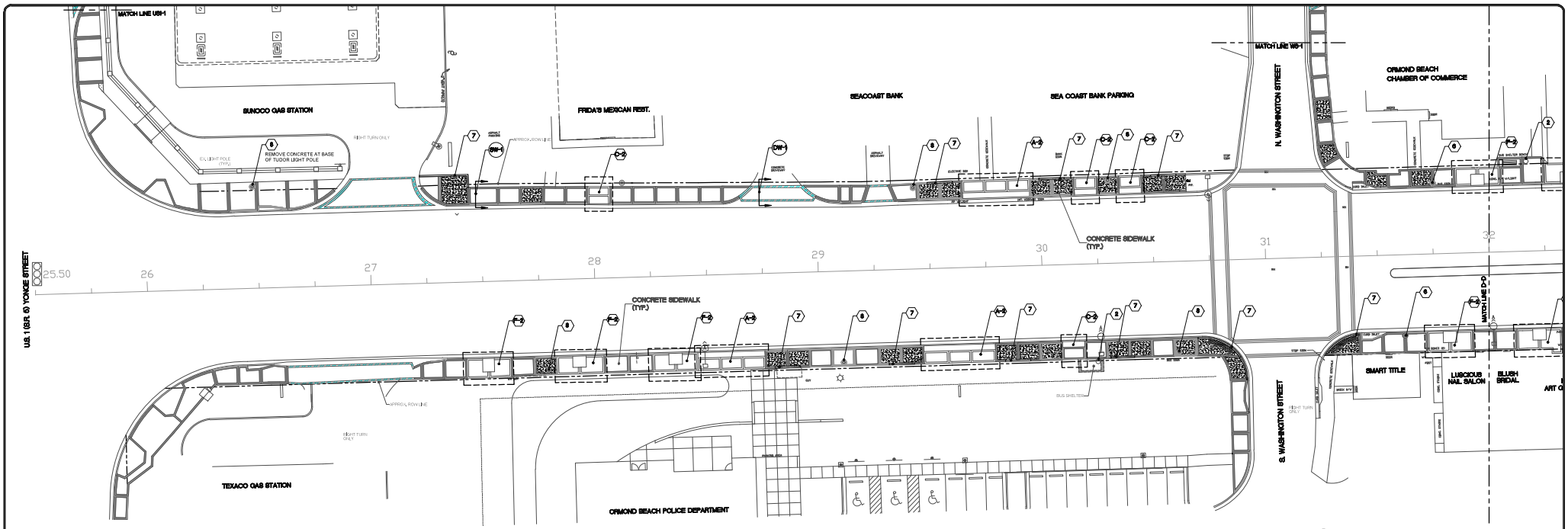
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

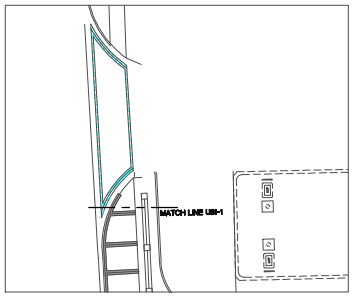
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "UPTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 19+00 - 24+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_1.DWG
DRAWN BY: MC	SHEET: 204

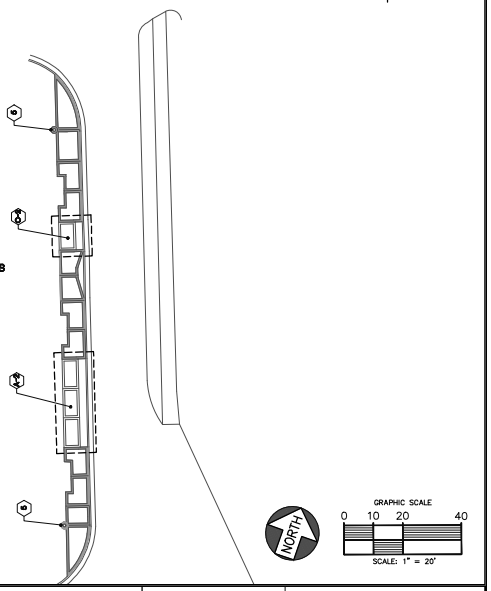




MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR: TERRICOTTA FDOT APPROVED
- PROPOSED 4" THICK GRAY CONCRETE (3,000 PSI @ 28 DAYS) SEE SIDEWALK DETAIL M-3
- SIDEWALK SINGLE AND DOUBLE BANDING AREAS PROPOSED 4" THICK INTEGRAL COLORED CONCRETE w/COQUINA SHELL FINISH (3,000 PSI @ 28 DAYS) SEE DETAIL SW-1
- EXISTING DRIVEWAYS - PROPOSED 5' AND 15' WIDE BANDS SEE DRAWING FOR LOCATIONS PROPOSED 6" THICK INTEGRAL COLORED CONCRETE w/COQUINA SHELL FINISH (3,000 PSI @ 28 DAYS) SEE DETAIL DW-1

2. PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
3. PROPOSED BENCH, SEE CITY DETAIL SC-5
4. PROPOSED DOUBLE BANDING ADDED BACK
5. TUDOR LIGHT PAVEMENT DETAIL AT SIDEWALK EDGE
6. TUDOR LIGHT PAVEMENT DETAIL ADJACENT TO CURB
7. PROPOSED SINGLE BANDING ADDED BACK
8. TUDOR LIGHT SURROUNDED BY PAVEMENT DETAIL



NO.	DATE	REVISIONS	BY

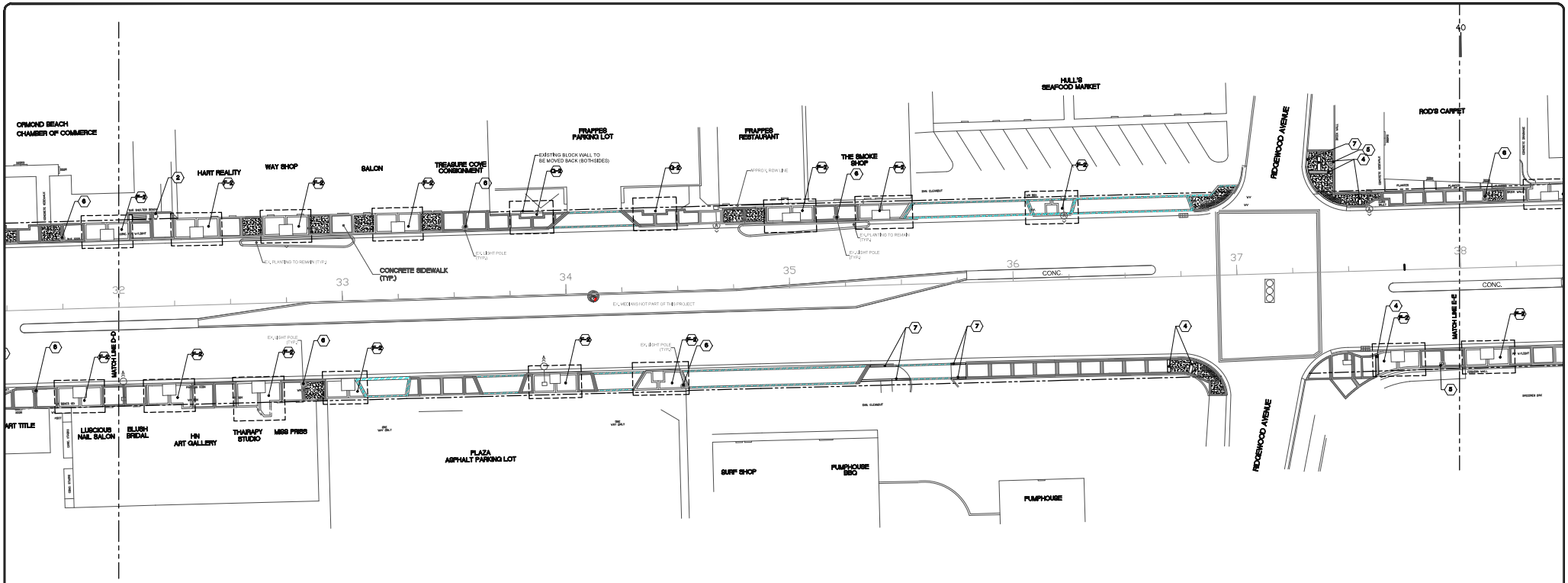
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 25+50 - 32+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 205



NORTH

GRAPHIC SCALE
0 10 20
SCALE: 1" = 20'

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

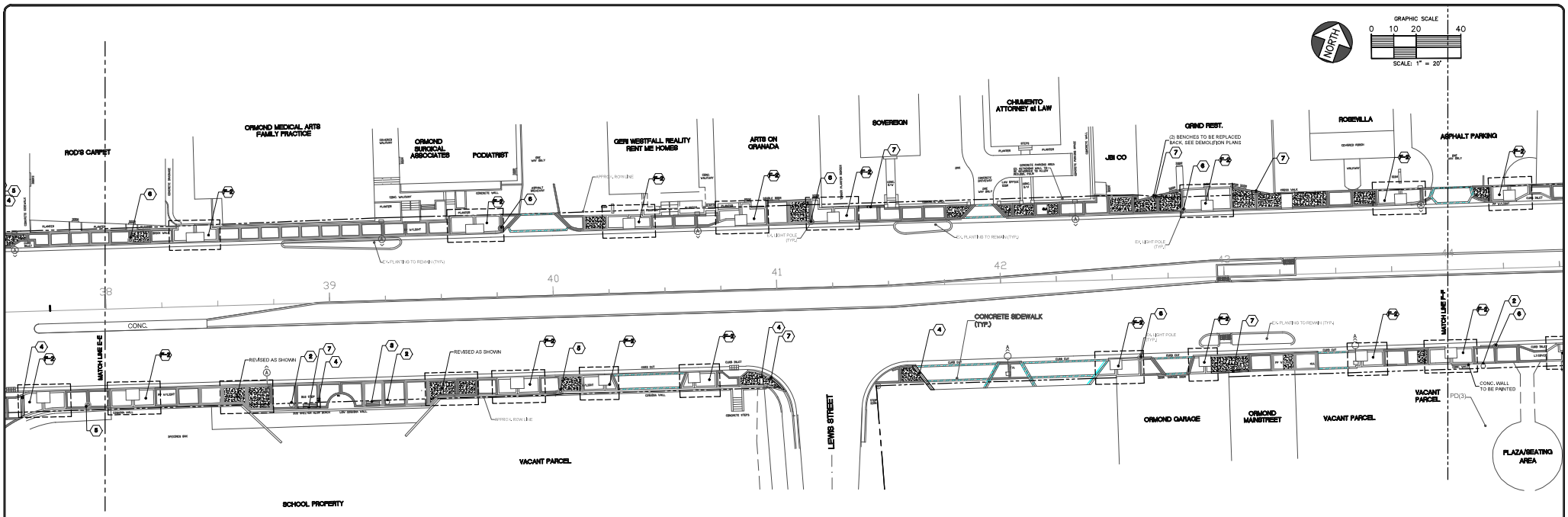
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 32+00 - 38+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 206



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 38+00 - 44+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 207



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

SIDEWALK PLAN
GRANADA BLVD STA 44+00 - 49+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
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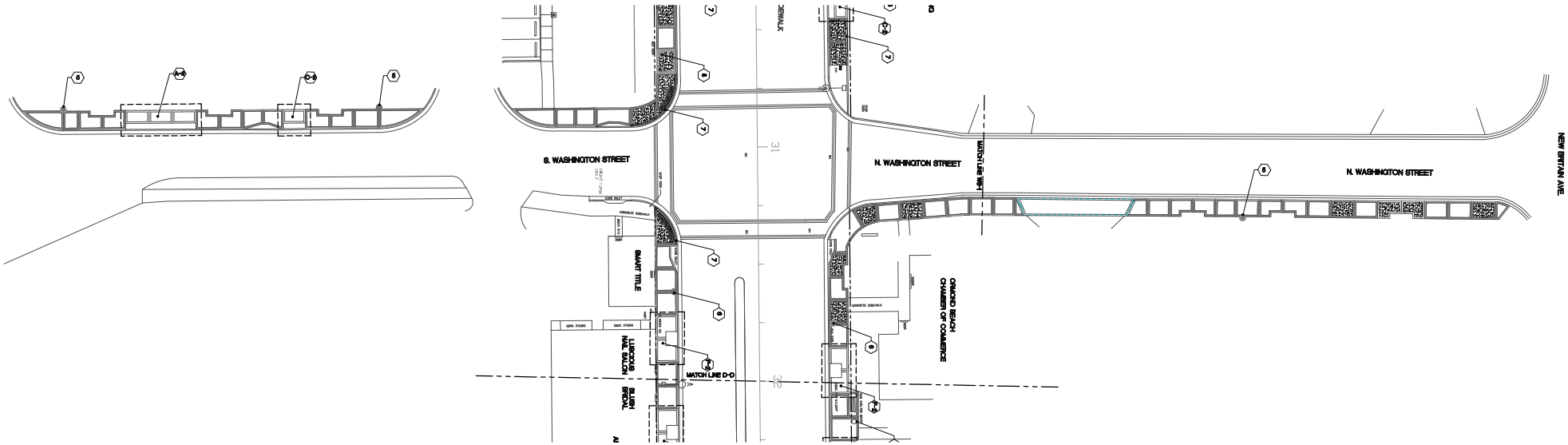

GRAPHIC SCALE
0 10 20 40
SCALE: 1" = 20'

NORTH

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

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JOYCE A. SHANAHAN, CITY MANAGER

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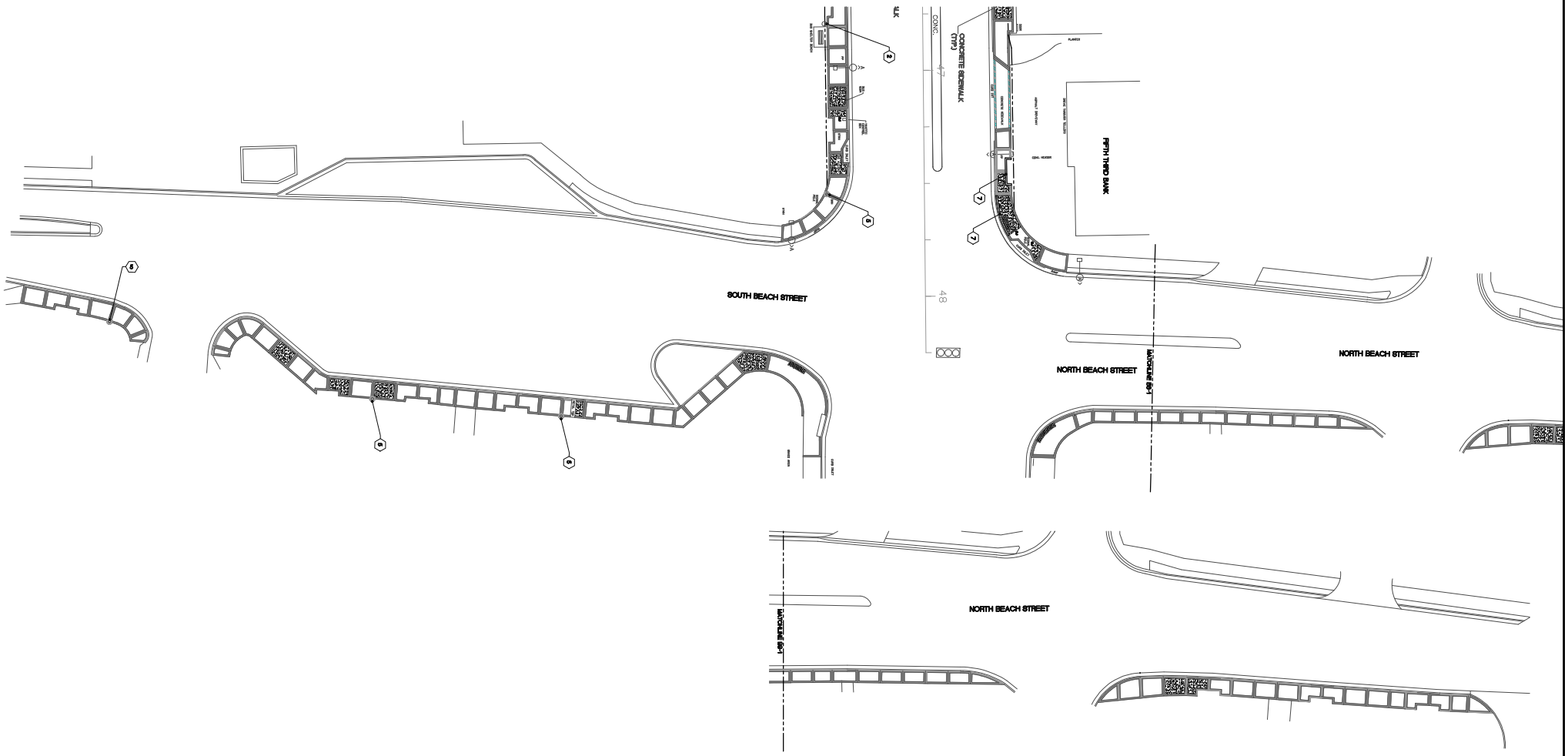
GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

SIDEWALK PLAN
WASHINGTON ST

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 209



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Engineering Division

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JOYCE A. SHANAHAN, CITY MANAGER

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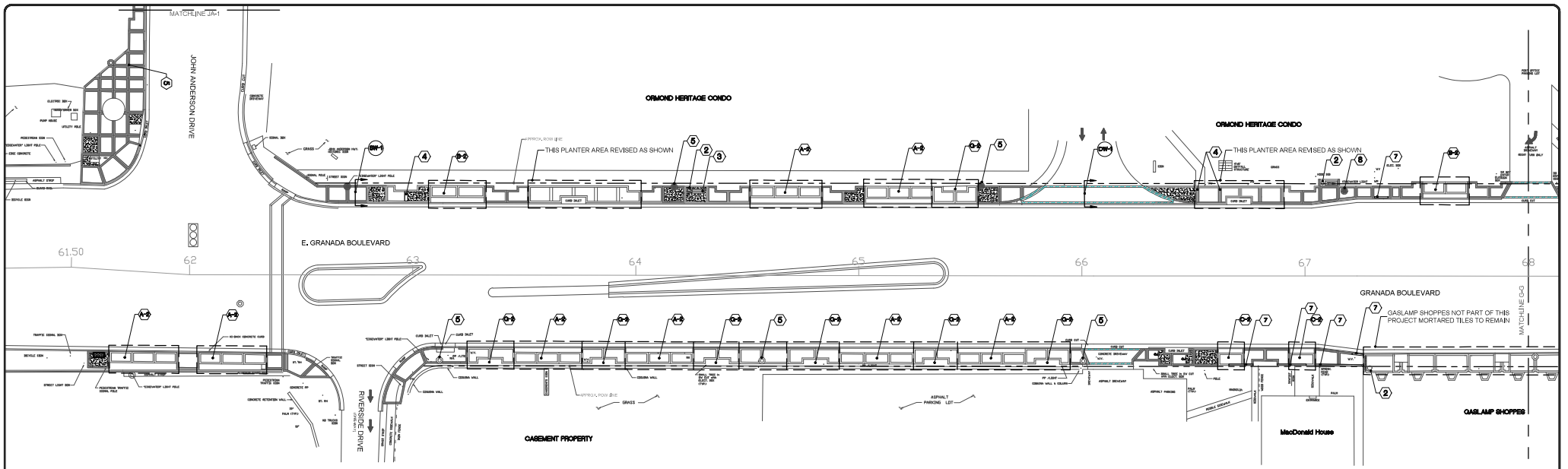
GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "DOWNTOWN"

SIDEWALK PLAN
NORTH and SOUTH BEACH ST

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_2.DWG
DRAWN BY: MC	SHEET: 210



MATERIALS LEGEND:

- PROPOSED DETECTABLE WARNING MAT COLOR TERRICOTTA FDOT APPROVED
- PROPOSED 4" THICK GRAY CONCRETE (3,000 PSI @ 28 DAYS) SEE SIDEWALK DETAIL M-3
- SIDEWALK SINGLE AND DOUBLE BANDING AREAS PROPOSED 4" THICK INTEGRAL COLORED CONCRETE w/COQUINA SHELL FINISH (3,000 PSI @ 28 DAYS) SEE DETAIL SW-1
- EXISTING DRIVEWAYS - PROPOSED 8" AND 16" WIDE BANDS SEE DRAWING FOR LOCATIONS PROPOSED 6" THICK INTEGRAL COLORED CONCRETE w/COQUINA SHELL FINISH (3,000 PSI @ 28 DAYS) SEE DETAIL DW-1

2. PROPOSED TRASH RECEPTICLES, SEE CITY DETAIL SC-6
3. PROPOSED BENCH, SEE CITY DETAIL SC-5
4. PROPOSED DOUBLE BANDING ADDED BACK
5. TUDOR LIGHT PAVEMENT DETAIL AT SIDEWALK EDGE
6. TUDOR LIGHT PAVEMENT DETAIL ADJACENT TO CURB
7. PROPOSED SINGLE BANDING ADDED BACK
8. TUDOR LIGHT SURROUNDED BY PAVEMENT DETAIL

NORTH

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

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
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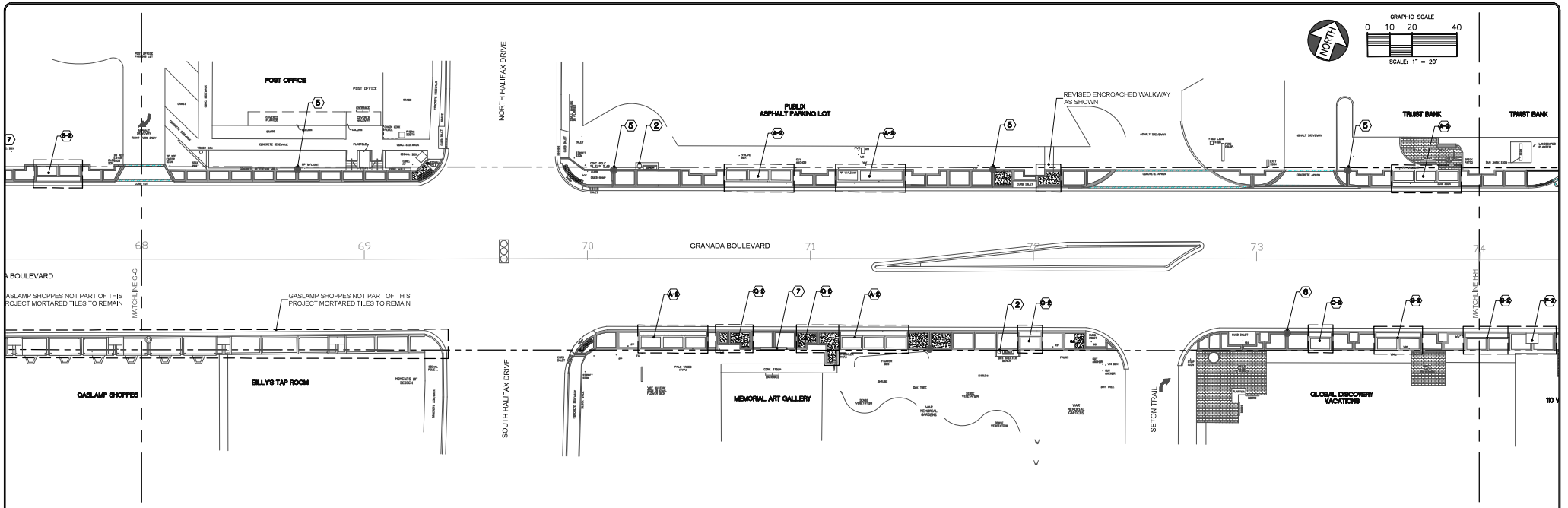
GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 61.50+00 - 68+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 211



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Engineering Division

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JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 68+00 - 74+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
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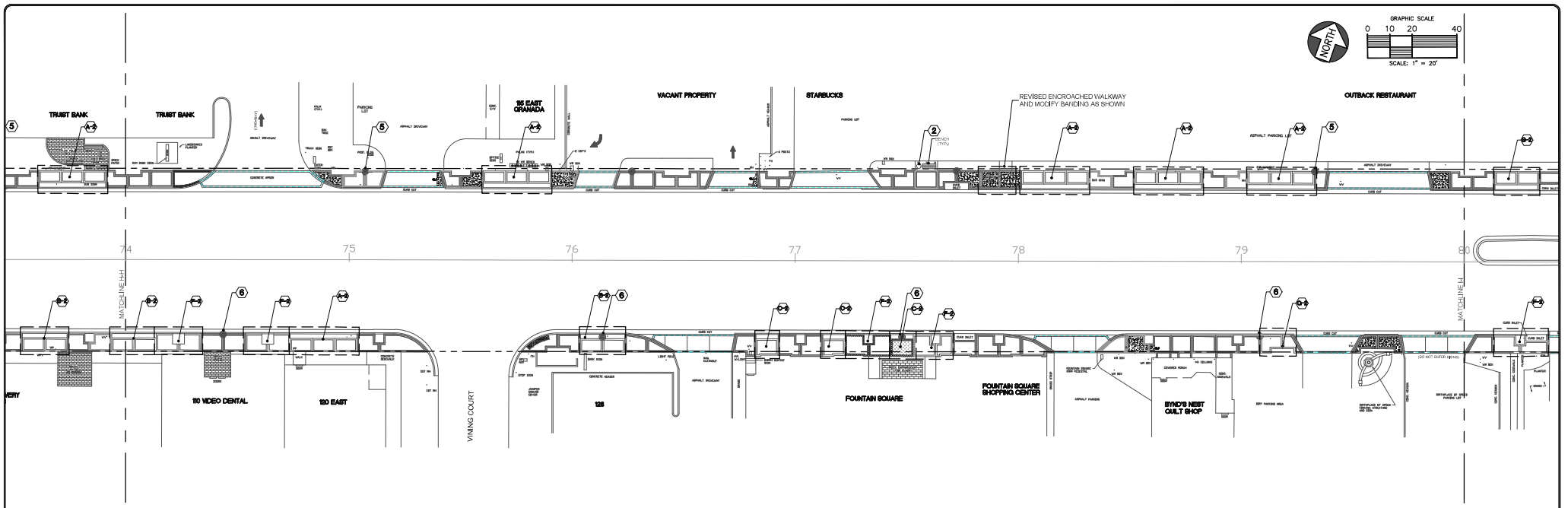

NO.	DATE	REVISIONS	BY

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Engineering Division

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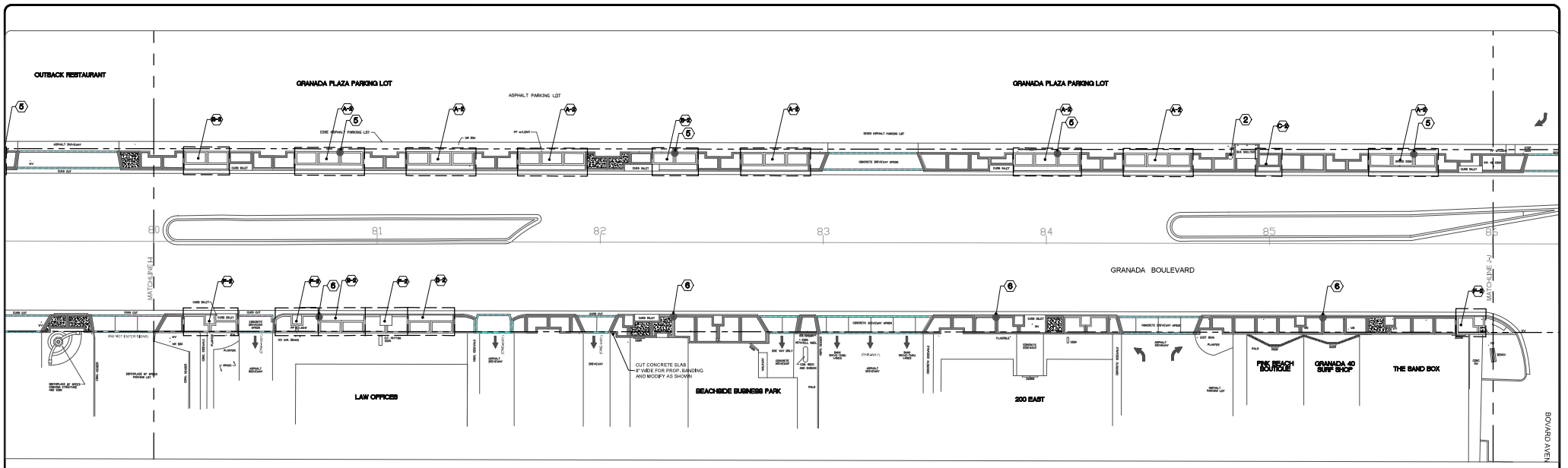
JOYCE A. SHANAHAN, CITY MANAGER

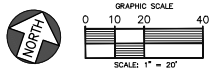
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 74+00 - 80+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 213





NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 80+00 - 86+00

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
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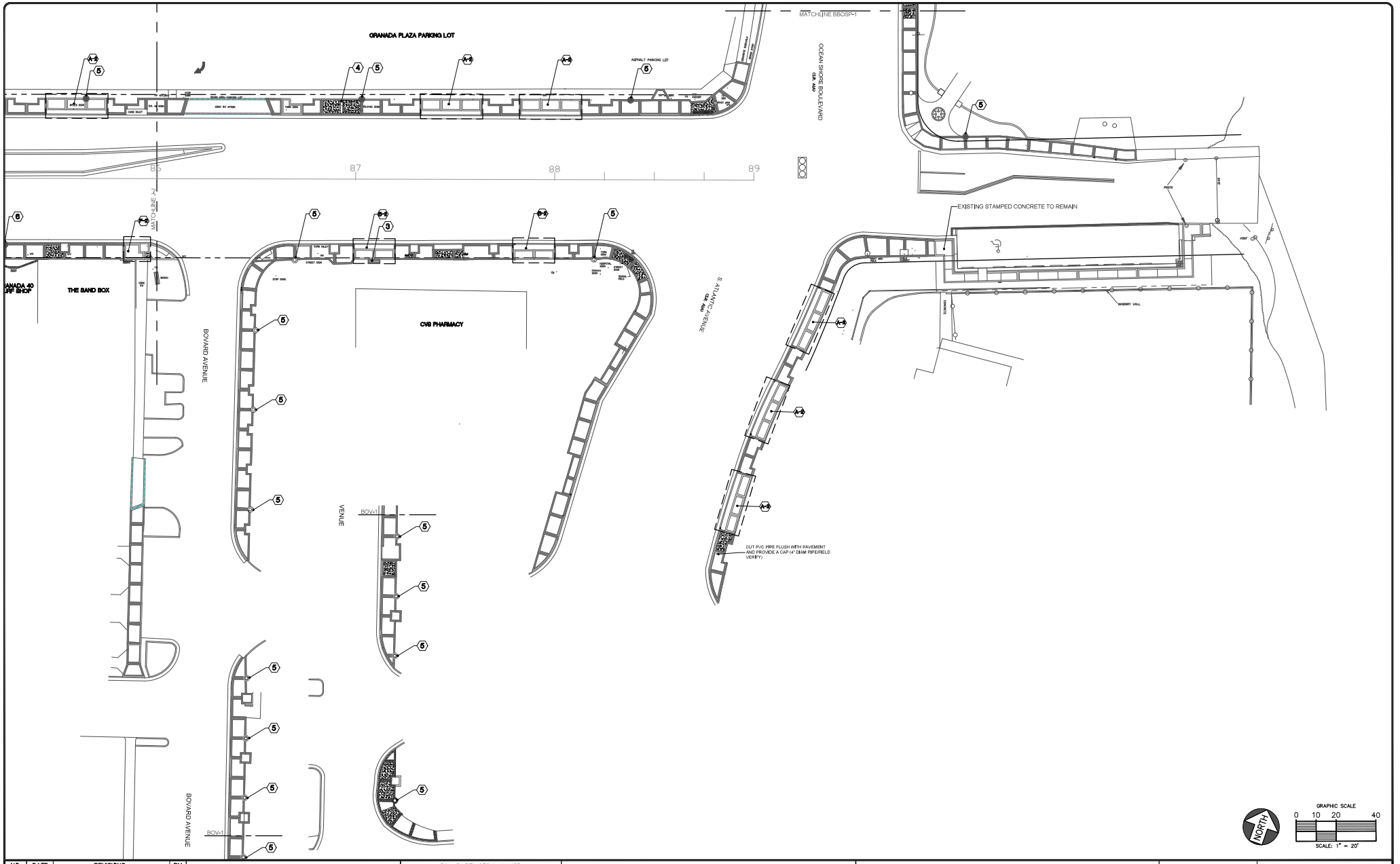

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City of Ormond Beach
Engineering Division

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ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN
GRANADA BLVD STA 86+00 - 92+00/BOVARD

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
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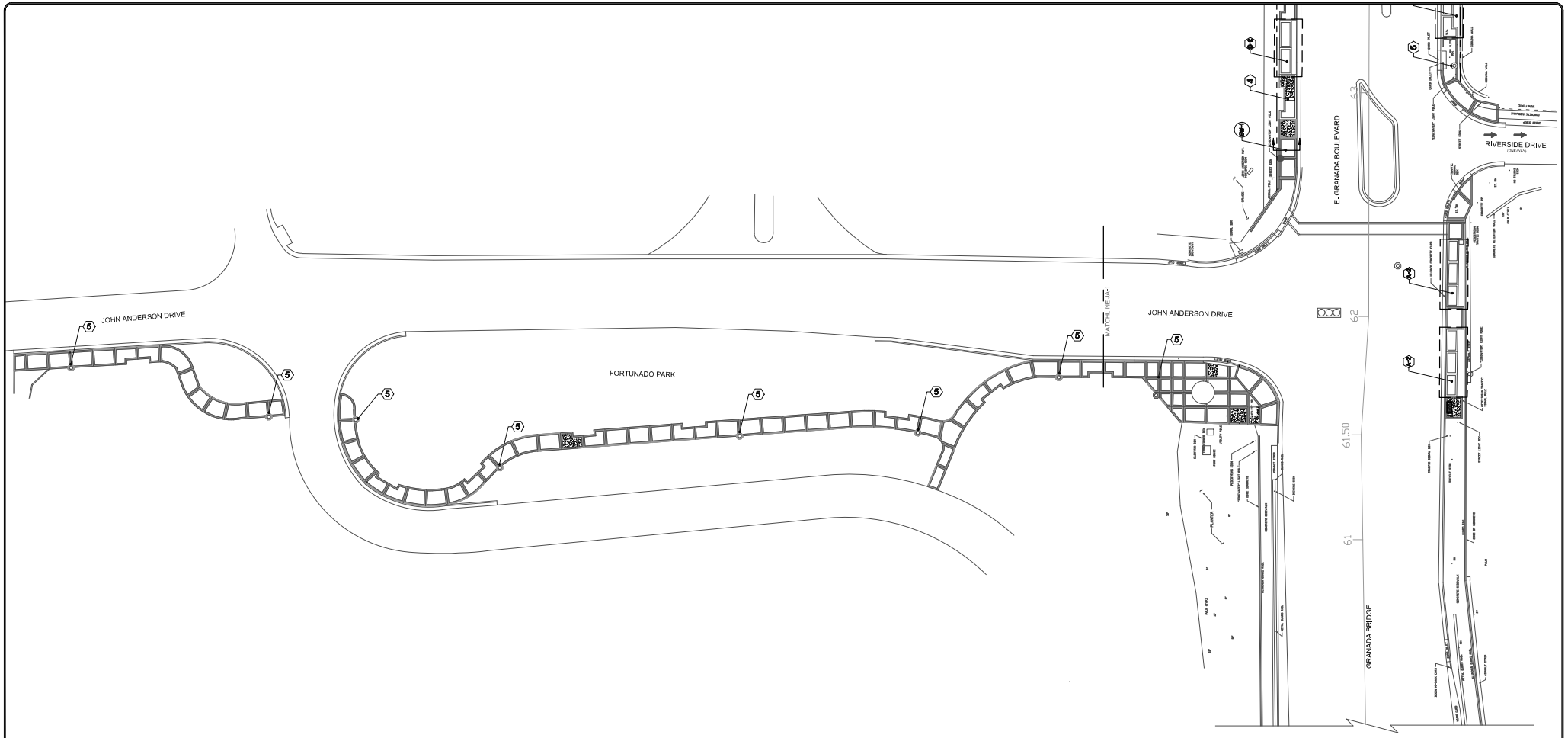

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

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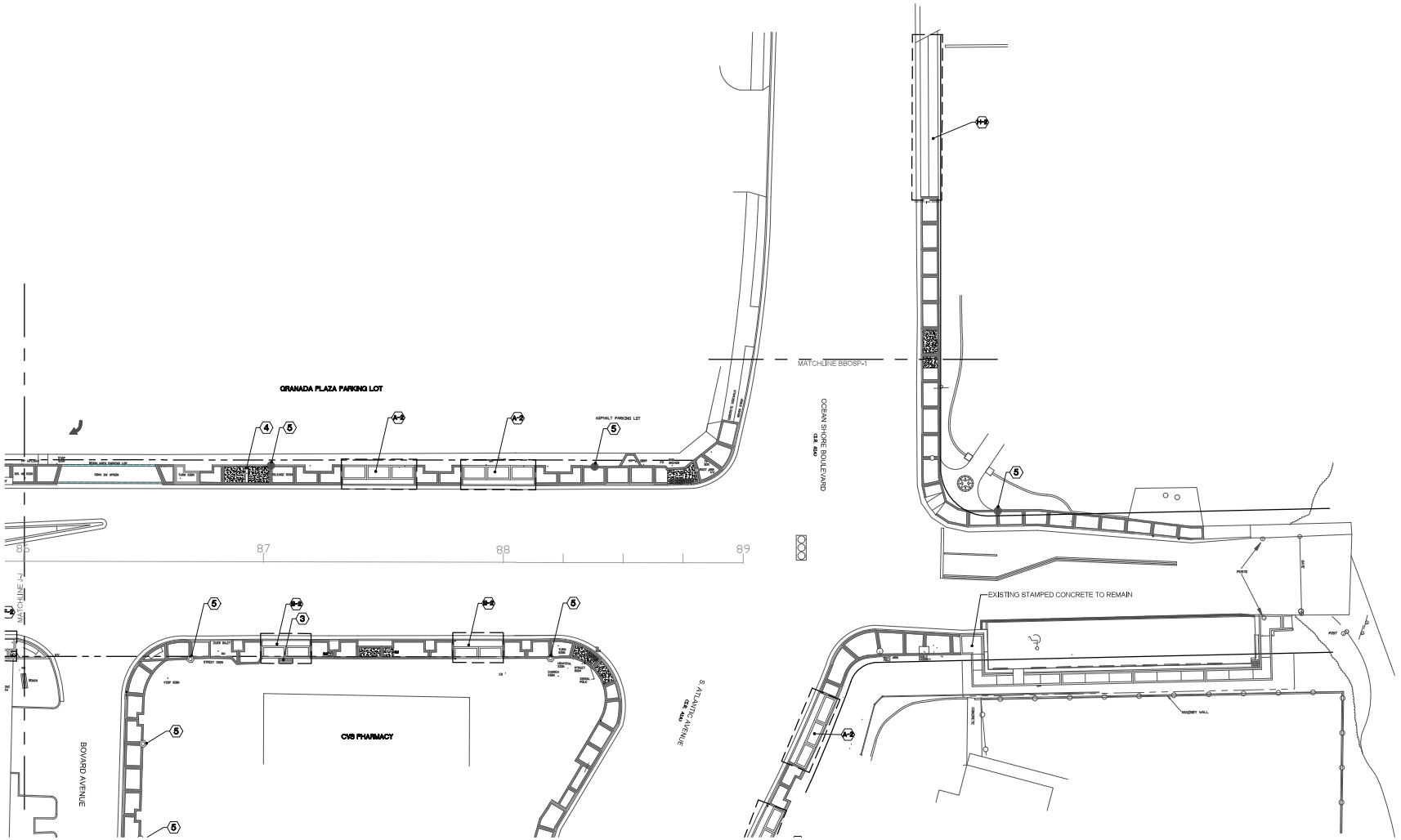
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN
JOHN ANDERSON DR

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 216



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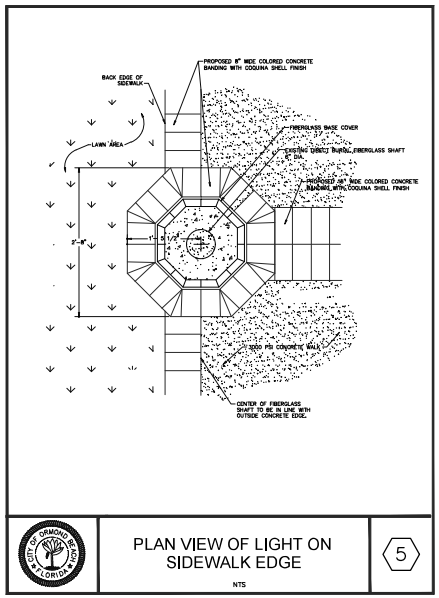
GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR - "BEACHSIDE"

SIDEWALK PLAN S. ATLANTIC AVE.

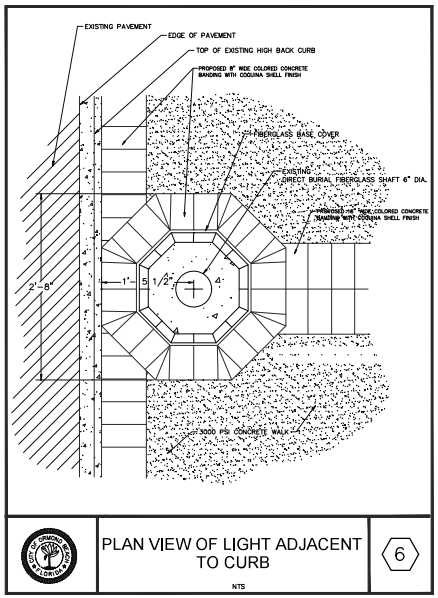
DATE: 5-20-22	PROJECT NO.: N/A
SCALE: 1" = 20'	FILE NAME: GRANADA_SIDEWALK_PROP_3.DWG
DRAWN BY: MC	SHEET: 217



PLAN VIEW OF LIGHT ON SIDEWALK EDGE

NTS

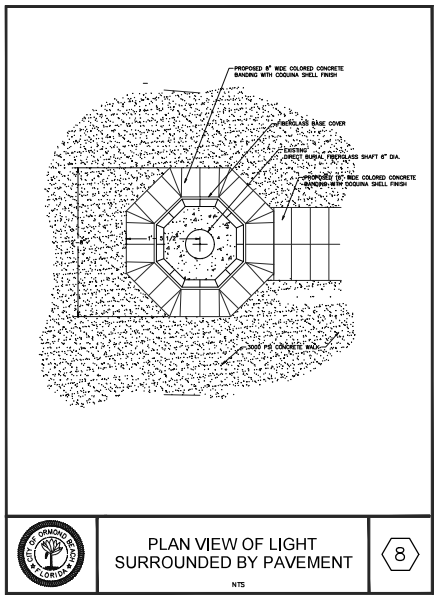
5



PLAN VIEW OF LIGHT ADJACENT TO CURB

NTS

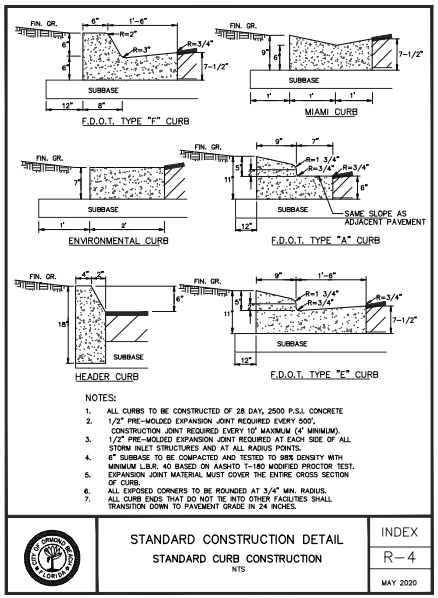
6



PLAN VIEW OF LIGHT SURROUNDED BY PAVEMENT

NTS

8



NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.

STANDARD CONSTRUCTION DETAIL

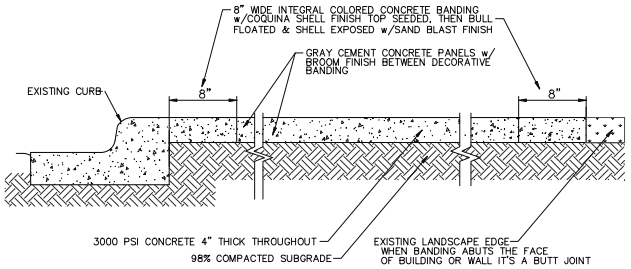
STANDARD CURB CONSTRUCTION

NTS

INDEX R-4

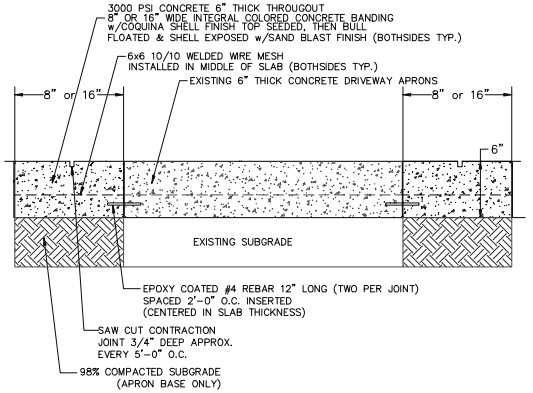
MAY 2020

NOTE:
SLOPE WALK 1/2" FROM ALL STRUCTURES (WALLS, BUILDINGS, ETC.)



SW-1 TYPICAL SIDEWALK CONSTRUCTION DETAIL FOR INTEGRAL COLORED BANDING & GRAY CONCRETE

N.T.S.



DW-1 TYPICAL DRIVEWAY CONSTRUCTION DETAIL FOR INTEGRAL COLORED BANDING

N.T.S.

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

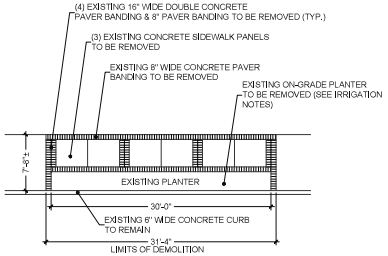
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

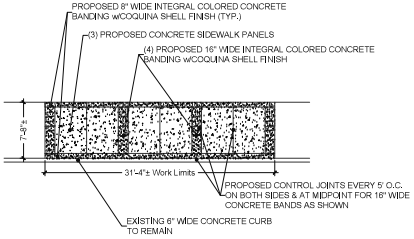
STANDARD/CONSTRUCTION DETAILS

DATE: 5-20-22
SCALE: N.T.S.
DRAWN BY: MC

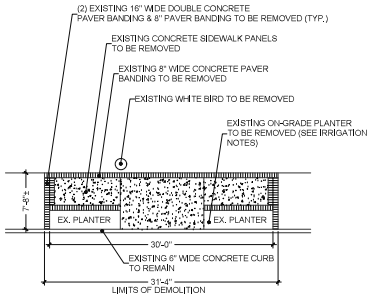
PROJECT NO.: N/A
FILE NAME: GRANADA KEY & DETAILS.DWG
SHEET: 301



A-1 EXISTING CONDITIONS/DEMOLITION - ON-GRADE PLANTER - 30' LENGTH
SCALE: 1/8"= 1'-0"



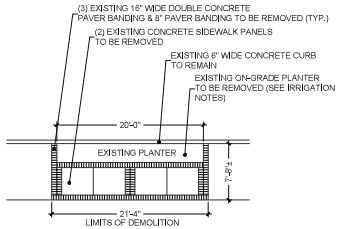
A-2 PROPOSED REPAIR WORK FOR ON-GRADE PLANTER - 30' LENGTH
SCALE: 1/8"= 1'-0"



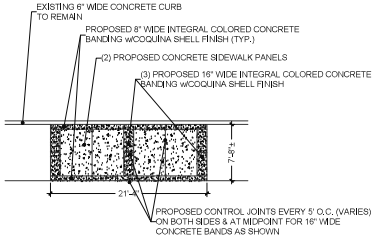
D-1 EXISTING CONDITIONS/DEMOLITION - ON-GRADE PLANTERS - 10' LENGTH
SCALE: 1/8"= 1'-0"

ON-GRADE PLANTER NOTES:

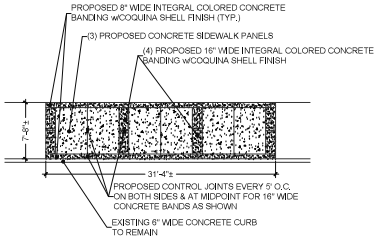
- ONE-GRADE PLANTERS LENGTH'S BETWEEN 24'-31'-8", THE PROPOSED REPAIR WORK INTENT FOLLOWS THE A-2 DETAIL, THE 8" INCH COLORED CONCRETE BANDING WILL BE REPLACED BACK ALONG THE EXISTING CURB & THE DOUBLE BANDS WILL BE LENGTHENED TO INTERSECT THE 8" PROPOSED COLORED CONCRETE BANDING ALONG THE CURBS. REFER TO PROPOSED SIDEWALK LAYOUT PLANS.



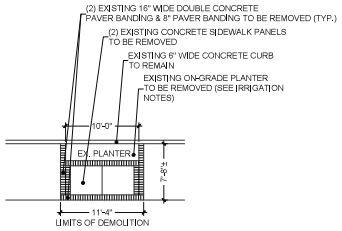
B-1 EXISTING CONDITIONS/DEMOLITION - ON-GRADE PLANTER - 20' LENGTH
SCALE: 1/8"= 1'-0"



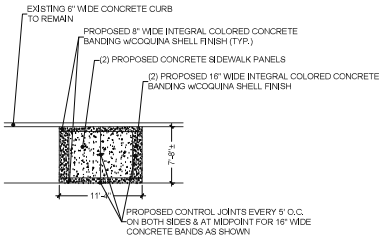
B-2 PROPOSED REPAIR WORK FOR ON-GRADE PLANTER - 20' LENGTH
SCALE: 1/8"= 1'-0"



D-2 PROPOSED REPAIR WORK FOR ON-GRADE PLANTER - 10' LENGTH
SCALE: 1/8"= 1'-0"



C-1 EXISTING CONDITIONS/DEMOLITION - ON-GRADE PLANTER - 10' LENGTH
SCALE: 1/8"= 1'-0"



C-2 PROPOSED REPAIR WORK FOR ON-GRADE PLANTER - 10' LENGTH
SCALE: 1/8"= 1'-0"

NO.	DATE	REVISIONS	BY

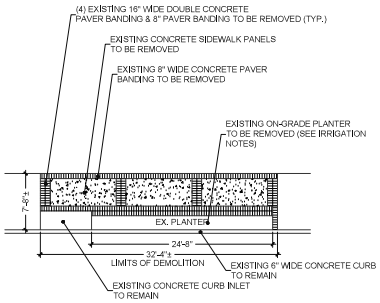
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

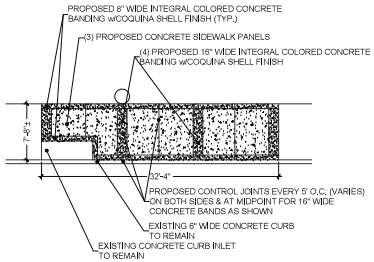
GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

SIDEWALK DETAILS

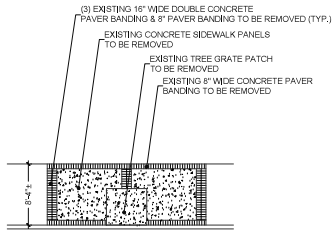
DATE: 05-20-22	PROJECT NO.: N/A
SCALE: AS SHOWN	FILE NAME: N/A
DRAWN BY: CSC	SHEET: 302



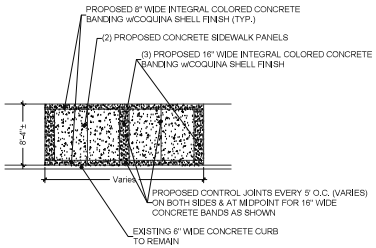
E-1 EXISTING CONDITIONS/DEMOLITION - ON-GRADE PLANTER
SCALE: 1/8"= 1'-0"



E-2 PROPOSED REPAIR WORK FOR ON-GRADE PLANTER
SCALE: 1/8"= 1'-0"



F-1 EXISTING CONDITIONS/DEMOLITION - REPAIR WORK FOR TREE GRATE PATCH



F-2 PROPOSED REPAIR WORK FOR TREE GRATE PATCH
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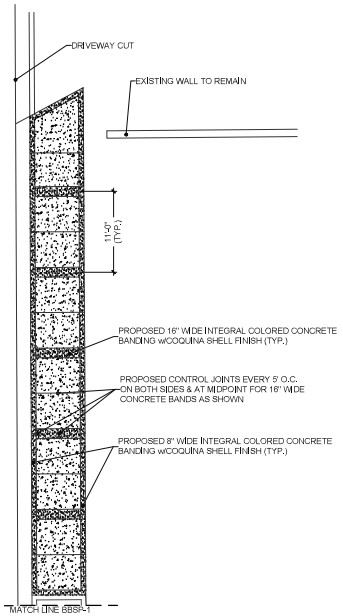
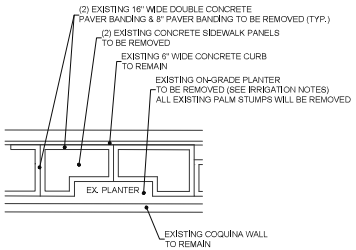
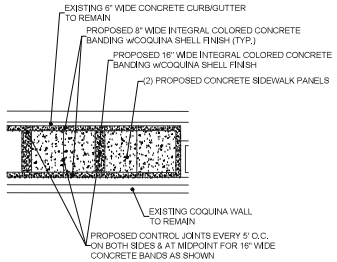


H-2 PROPOSED REPAIR WORK FOR BIRTHPLACE OF SPEED PARK
SCALE: 1/8"= 1'-0"



G-1 EXISTING CONDITIONS/DEMOLITION - REPAIR WORK FOR NOTCHED PLANTER



G-2 PROPOSED REPAIR WORK FOR PALM TREE PLANTER/NOTCHED PLANTERS
SCALE: 1/8"= 1'-0"

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

SIDEWALK DETAILS

DATE: 05-20-22	PROJECT NO.: N/A
SCALE: AS SHOWN	FILE NAME: N/A
DRAWN BY: CSC	SHEET: 303

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.

N/A☒ A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.

7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.

N/A☒ THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.

9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.

N/A☒ CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.

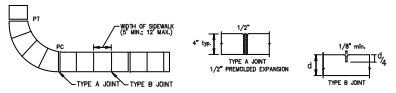
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES

N/A☒ SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.

13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES

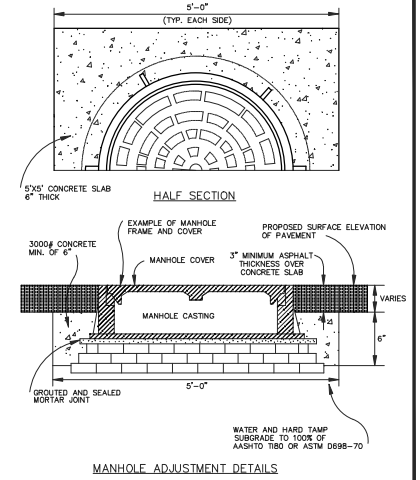
INDEX M-2 MAY 2020



1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 5 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTILE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 8 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT. THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

STANDARD CONSTRUCTION DETAIL
SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS
NTS

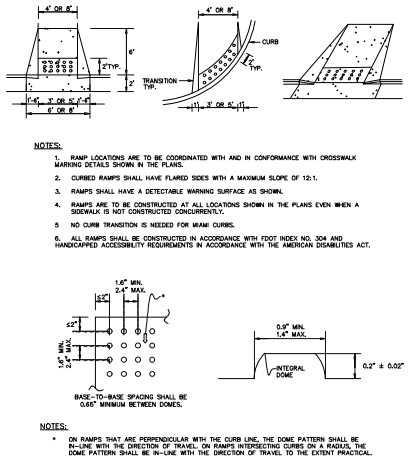
INDEX M-3 MAY 2020



MANHOLE ADJUSTMENT DETAILS

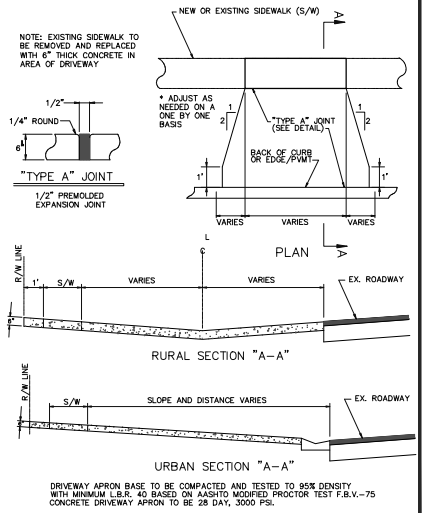
STANDARD CONSTRUCTION DETAIL
MANHOLE ADJUSTMENT DETAILS
NTS

INDEX S-9C MAY 2020



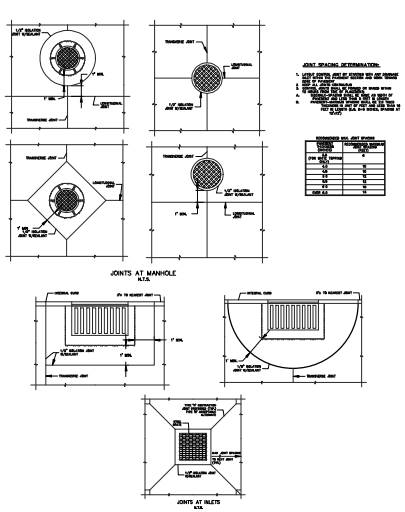
STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKE PATH RAMP
NTS

INDEX M-4 MAY 2020



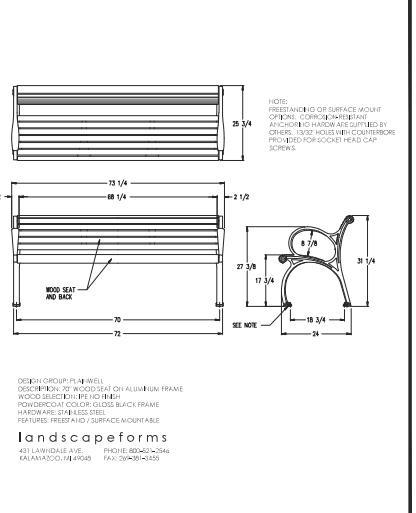
STANDARD CONSTRUCTION DETAIL
RESIDENTIAL DRIVEWAY APRON DRAWINGS
NTS

INDEX M-7 MAY 2020



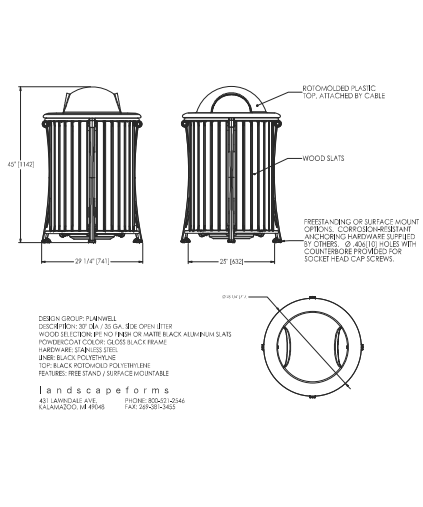
STANDARD CONSTRUCTION DETAIL
CONCRETE PAVEMENT DETAILS
NTS

INDEX R-11B MAY 2020



STANDARD CONSTRUCTION DETAIL
BENCH
NTS

INDEX SC-5 MAY 2020



STANDARD CONSTRUCTION DETAIL
TRASH RECEPTACLE
NTS

INDEX SC-6 MAY 2020

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

STANDARD DETAILS

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 304

Granada Boulevard Streetscape

Construction and Maintenance Memorandum of Agreement

Exhibit “C”

Maintenance Plan

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

INC.	ACTIVITY	DESCRIPTION
☐	433	**Sodding:** Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
☐	435	**Seeding, Fertilizing and Mulching:** Seeding, fertilizing, and mulching of the roadside.
☐	436	**Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical):** Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
☐	451	**Clean Drainage Structures:** Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
☒	459	**Concrete Sidewalk Repair:** Repair or replacement of existing sections of concrete sidewalk.
☐	461	**Roadside Ditches – Clean and Reshape:** Cleaning and reshaping of ditches other than outfalls.
☐	471	**Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
☐	482	**Slope Mowing:** Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
☐	485	**Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
☐	487	**Manual Weed Control**: Brush, weed, and grass cutting 100 mm (4") or less in diameter performed with hand tools.
☐	490	**Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
☐	492	**Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
☐	493	**Landscaped Area Maintenance:** All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
☒	494	**Chemical Grass and Weed Control**: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

Granada Boulevard Streetscape

Construction and Maintenance Memorandum of Agreement

Exhibit “D”

Maintenance of Traffic Plan

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance
3	Above Ground Hazard Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths
4	High-Visibility Safety Apparel Queue Reduction Signing Flagger Control Survey Work Zones
5	Signs
6	Work Zone Sign Supports
7	Commonly Used Warning and Regulatory Signs In Work Zones
8	Pavement Markings Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards
9	Drop-Offs In Work Zones
10	Business Entrance Temporary Asphalt Separator Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the INDEX.
2. Use this Index in accordance with the Plans and Indexes 102-600 through 102-680. Indexes 102-601 through 102-605 are Department-specific typical applications of commonly encountered situations. Adjust work location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices included, but are not limited to: flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with NOTICE on applicable Department criteria for any changes and document the reason for the change.
3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (MPH)	Max. Device Spacing (feet)			
	Cones or Temporary Traffic Control Drums		Type III Barricades, Type XXIII Sheeting, Vertical Panels	
	Taper	Tangent	Taper	Tangent
≤ 30	20	40	20	40
≥ 35	25	50	25	50

TABLE 2
TAPER LENGTH "L"

Work Zone Speed (MPH)	Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

Where W = width of offset in feet
S = speed in mph

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	350
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,000

* For shorter access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the NOTICE and as approved by the Engineer.

TABLE 4
BUFFER LENGTH "B"

Work Zone Speed (mph)	Buffer Length* (feet)
30	150
35	200
40	250
45	305
50	360
55	425
60	495
65	570
70	645
75	730
80	820

Work Zone Buffer length "B" cannot be shortened due to insufficient taper length, but may be longer (not less than the calculated length).

DEFINITIONS:

Regulatory Speed (in Work Zones)

The maximum posted travel speed posted for the work zone is included in the regulatory speed limit signs. The work zone speed limit is established by the Engineer. The Engineer may establish speeds on the various bridge speed to determine road lengths, departure lanes, flare rates lengths of road, lane drop widths, taper lengths, and other roadway improvements, marker spacings, superelevation and other roadway features.

Advisory Speed

The maximum recommended travel speed through a curve or a hazardous area.

Travel Way

The portion of roadway(s) for the movement of vehicles, for traffic control through traffic (lanes). Travel way is limited to temporary use of shoulders and by other personnel or temporary surface intended for use on a temporary basis for movement of vehicular traffic.

a. Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from adjoining traffic or traffic occupying other traffic lanes.

b. Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

Detour, Lane Shift, and Diversion

A detour is the separation of traffic onto another roadway to bypass the temporary traffic control zone. A lane shift is the redirection of traffic onto portions of the road normally intended for use by traffic. A diversion of traffic onto a temporary roadway, usually adjacent to the permanent roadway, and into the inside of the right of way.

Shoreground Work

An encroachment permit is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the 'Clear zone which does not meet the Department's Standard Plans Index 700-010 criteria for Clear Zone Distance and is not otherwise permitted. An encroachment includes, but is not limited to:

TEMPORARY TRAFFIC CONTROL DEVICES:

a. All temporary traffic control devices shall be in the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

b. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer applicable shall be removed or covered. Do not leave temporary traffic control devices in place for periods of inactivity longer than 7 calendar days, unless approved by the work zone owner's representative.

c. Across Bascule, Jackknife Changeable Message Signs, Radar Speed Display Trailers, Portable Regulatory Signs and any other trailer mounted device shall be equipped with a Channelizing device placed at each corner when in use and when not in use. Remove the device and tow cable or be shielded by a buffer or crash cushion when not in use.

OVERHEAD WORK:

Work is only allowed over a traffic lane when one of the following options is used:

OPTION 1 (OVERHEAD WORK USING A MODIFIED LANE CLOSURE)

Overhead work using a modified lane closure is allowed in all of the following conditions are met:

a. Work operations is located in a supervised intersection and
b. Work operations are 60 minutes or less.
c. Work operations are 60 minutes or less.
1. Speed limit is 45 mph or less.
2. Vehicle lift equipment is the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
3. Volume or complexity of the roadway may dictate additional devices, signs, or flagmen and/or a traffic control officer.

OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above a open traffic lane is allowed in all of the following conditions are met:

a. Work operations is located on a safety zone, light pole, signpost, or their appurtenances.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. Vehicle lift equipment is the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
e. Volume or complexity of the roadway may dictate additional devices, signs, or flagmen and/or a traffic control officer.
f. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open boxes of traffic.
g. Other Governmental Agencies, Rail Authorities, or Cities may require a greater clearance. The greater clearance required prevails at the r/w.

OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

a. Work operations is located on a safety zone, light pole, signpost, or their appurtenances.
b. Work operations are 1 day or less.
c. Speed limit is 45 mph or less.
d. Vehicle lift equipment is the work activities and equipment within 2 feet from the edge of travel way up to 18 height, above 28 ft height, re-encroachment by any part of the work activities and equipment over the open traffic lane except as allowed in Option 2 for work operations of 60 minutes or less.
e. Vehicle lift equipment is the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, or flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open boxes of traffic.
h. Other Governmental Agencies, Rail Authorities, or Cities may require a greater clearance. The greater clearance required prevails at the r/w.

OVERHEAD WORK: (Cont.)

OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA)

Traffic shall be detoured, shifted, diverted or closed as to not encroach to the work operations and equipment within the work area. Work operations and equipment shall be located within the minimum vertical clearance above the travel way. The safety shall take precautions to ensure that part, tools and construction debris at no time fall below the minimum vertical clearance.

In Limited Access Facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include:

a. The temporary traffic control set up for the initial setting of the pull sections, stringing, or strain lights operating.
b. During pulling operations detailed warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages "Overhead Wire Above" and the Progress to stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.

RAILROADS:

Railroad crossings affected is a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include an estimate of traffic volumes, queue analysis from the tracks to the intersections, and influence on train horizons, signal timing, etc.

SIGHT DISTANCE:

1. Tapers: Transition tapers should be allowed to diverge, if restricted sight distance is a problem (e.g., sharp vertical or horizontal curves), the taper should begin well in advance of the area obstruction. The beginning of tapers should not be hidden below curves.
2. Intersections: Traffic control devices or intersections must provide sight distances for the road user to perceive potential conflicts and to react to the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

ABOVEGROUND HAZARD:

1. Emergency hazardous materials operations are to be considered work areas during working hours and treated with appropriate work zone traffic control devices, personnel protection, and buffer space. Depending on the equipment, the conditions if aboveground hazard must be stored/used and outside the travel way and/or none or be shielded by a barrier or crash cushion.
2. For aboveground hazards while work near the clear zone required should be based on the regulatory speed posted during construction.

CLEAR ZONE WIDTHS FOR WORK ZONES:

The work zone, including the buffer space, shall be kept clear of all drop-off, mud, mud, impacted vehicles, and other hazards from the travel way edge of the nearest traffic lane. The table below gives clear zone widths in work zones for median and roadside conditions other than for roadways with posted speeds of 45 mph or less where no changes are allowed. Use clear zone widths are to conform with the dimensions to create as described in the FDOT Design Manual 215.3.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TANGENT, LANES & MULTILANE RAMPS (feet)	ADVISORY CURVES & EXCEPT LANE RAMPS (feet)
50-70	30	30
55	24	24
45-50	18	30
30-40	14	30
ALL SPEEDS CURB & GUTTER	4 BEYOND FACE OF CURB	4 BEYOND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should take the required superelevation applied to the design radii, these conditions where normal crown does not suffice. The minimum radii that can be applied are listed in the table below.

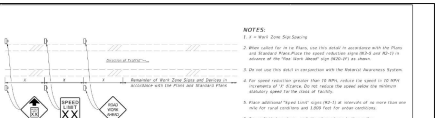
TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	Feet
70	1050
65	1450
60	2000
55	1800
50	1500
45	1200
40	900
35	700
30	490

Superelevate When Shown Here

LENGTH OF LANE CLOSURES:

For roadways with posted speeds of 55MPH or greater, lane closures must not exceed 3 miles. Lane closures on the same side of the roadway must not overlap and must not close the consecutive interchanges.



SPEED REDUCTION SIGNING

NOTES:

1. X = Work Zone Sign Spacing
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans.Place the speed reduction signs W3-5 and R2-1 in advance of the "Road Work Ahead" sign (W20-1) as shown.
3. Do not use this detail in conjunction with the Material Incentives System.
4. For speed restriction greater than 10 MPH, reduce the speed in 10 MPH increments at 1/2 distance. Do not reduce the speed below the minimum statutory speed for the class of facility.
5. Place additional "Speed Limit" signs (R2-1) at intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For restricted roadways, with the signs shown in the median.
7. Remove temporary regulatory speed signs as soon as the conditions restoring the reduced speed is longer exist. Once the work zone regulatory speeds are removed the regulatory speed existing prior to construction will automatically go back into effect.

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions to Lane Widths, Heights or Load Tonnage: The Engineer may restrict the movement of overweight or oversize vehicles in a maximum traffic control zone. Contact in any lane within the State Permits Office, phone no. (904) 414-5771, at least seven calendar days in advance of implementing a maintenance of traffic plan which will require the flow of oversize or overweight vehicles to be restricted. Provide the flow of oversize or overweight vehicles to be restricted. Provide the following information: restriction height, width or weight and restrictions the routes. When the roadway is restricted to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths on through roadways should be maintained through work zone transitions where practical. Provide minimum widths for work zone travel lanes as follows: 12 for interstate with at least one 12' lane provided in each direction, unless otherwise excepted by the Federal Highway Administration. 11 for all other limited access roadways, and 10 for all other facilities.

HIGH-VISIBILITY SAFETY APPAREL:

All high-visibility safety apparel shall meet the requirements of the International National Standards Institute (ANSI) for "High-Visibility Safety Apparel" and labeled as ANSI/ISEA 107-2004 or newer. The apparel background (color) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined in the standard. The retroreflective material shall be silver or yellow/gold or a fluorescent version of these colors. The minimum area of retroreflective material shall be 1,240 sq.in. Class 3 apparel is for personnel for Class 2 apparel. Persons apparel that is not visible at 1,000 feet.

SIGNING: All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear Fitted high-visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high-visibility safety apparel.

UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements, such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS: For flagger activities, Flagger shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

FLAGGER CONTROL:

Regulatory Speed (in Work Zones)

Where Flaggers are used, a FLAGGER symbol or legend sign must replace the WORKERS symbol or legend sign.

The Flagger must be clearly visible to approaching traffic for a distance sufficient to permit proper response to the motorist to the Flagging instructions, and to permit traffic to reduce speed or to stop as required for the conditions. The Flagger must be visible to motorists approaching a hazardous condition, contrast between the Flagger's high-visibility safety apparel and equipment and the work zone background.

Hand-Signaling Devices

STOP/SLOW paddle are the primary hand-signaling device. The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. If the STOP/SLOW paddle is illuminated for nighttime use, it shall be retroreflective or shall be illuminated. Size of the paddle to the rear of the traffic that visits on the ground, shall not be less than 6 ft. STOP/SLOW paddles shall be at least 24 inches wide with letters at least 6 inches high and shall be fabricated from high-luminage material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be yellow with red letters and border. When used at nighttime, the STOP/SLOW paddle shall be retroreflectorized.

Flag use is limited to hazardous emergencies, intersections, and when working on the centerline in shared left-turn lanes where two (2) Flaggers are required for opposing traffic flows. Flags shall be a minimum size of 24 inches square on a minimum of 36 inches square, made of a good grade of red material, and securely fastened to a staff that is approximately 36 inches in length, when used at nighttime, flags shall be retroreflectorized.

Flashlight, lantern or other lighted signal that will display a red warning light shall be used at night.

Flagger Stations

Flagger stations shall be located far enough in advance of the work area so that approaching road users will have sufficient distance to stop before entering the work area when used at nighttime, the Flagger station shall be illuminated.

SURVEY WORK ZONES:

SURVEY WORK ZONES: (Cont.)

Survey Between Active Traffic Lanes or Shared Left Turn Lanes

The following provisions apply to Non-Roadway Traffic Control Work Zones. These provisions must be adjusted by the Field Civil to fit roadway and traffic conditions then the Survey Work Zone includes intersections.

(a) A STAY IN YOUR LANE (W21-1-XX) sign shall be added to the Advance Warning Sign sequence on the second road, immediate sign from the work area.

(b) Excessive Speeds-Cones may be used at the discretion of the Party Chief to protect areas better and Flagpoints Zones, if used, may be placed at 10-50 intervals along the break line throughout the work zone.

SIGNS:

SIGN MATERIALS

Work signs shall be non-retroreflective and signs may only be used for daylight operations. Non-retroreflective blue sign shall meet the requirements of Specification Section 994.

Retroreflective sign sheeting the requirements of Specification Section 994 may be used for daylight or night operations set to exceed 1 day except as noted in the Indexes.

Rigid or Lightweight sign panels may be used in accordance with the vendor APL drawing for the sign sheet to which they are attached.

INTERSECTING ROAD SIGNING

Signing for the control of traffic entering and leaving work zones by way of intersecting crossroads shall be adequate to make drivers aware of work conditions and to control traffic movements. Signs shall be placed on the ROAD WORK AHEAD sign on the side street entering the work zone.

Flashlight, lantern or other lighted signal that will display a red warning light shall be used at night.

ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING

Adjoining work zones may use same sign zone spacing for advance warning of signs and other traffic control devices in their advance warning areas or in work zones when other areas within their traffic control zones. Where such restrictions in conflicts occur or are likely to occur, one of the following procedures shall be established by the Engineer to avoid confusion that could lead to accidents/accidents on the part of the traveling public as to the intended travel way by the traffic control procedure applied.

(a) For scheduled projects the engineer is responsible charge of project development of the project traffic control plan. Prior any project involvement of the project traffic control plan, they may install necessary or plans on proceeding projects and coordination of plans on concurrent projects.

(b) Unanticipated conflicts arising between adjoining or projects highway construction projects will be resolved by the Resident Engineer for projects under his residency, and, by the District Construction Engineer for projects under projects under adjoining conditions.

(c) The District Maintenance Engineer will resolve anticipated or occurring conflicts within scheduled maintenance operations.

(d) The Area Maintenance Engineer will resolve conflicts that occur within routine maintenance works, between routine maintenance work, and between unscheduled maintenance work and highway construction projects.

SIGNS: (Cont.)

SIGN COVERING AND INTERMITTENT WORK STOPPAGE SIGNING

Existing or temporary traffic control signs that are no longer applicable or are inconsistent with intended travel path shall be removed or fully covered.

Sign blanks or other available coverings tool completely cover the existing sign. Rigid sign coverings shall be non-see-thru as the sign it is covering, and bolted in a manner to prevent movement.

Sign covers are intended to work operations and are not suits for operators.

SIGNING FOR DETOURS, LANE SHIFTS AND DIVERSIONS

Detours should be signed entirely over their entire length so that motorists can easily determine how to return to the original roadway. The reverse curve (left-right-left) sign should be used for the advanced warning. For a lane shift, a double curve sign should be used (left-right).

EXTENDED DISTANCE ADVANCE WARNING SIGN

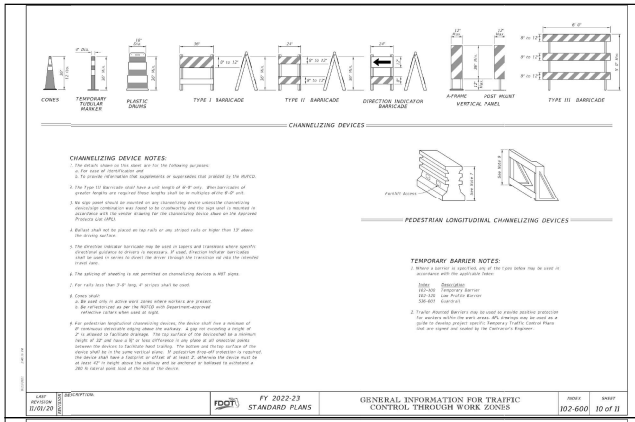
Where the posted speed is 55 mph or greater, the minimum length of overall now or more when limited sight distance or the nature of the obstruction may require a warning to bring their vehicle to a stop. Extended distance Advanced Warning Signs may be required on any open roadway, but particularly be considered on multilane divided highways where vehicle speed is generally in the higher range (45 MPH or more).

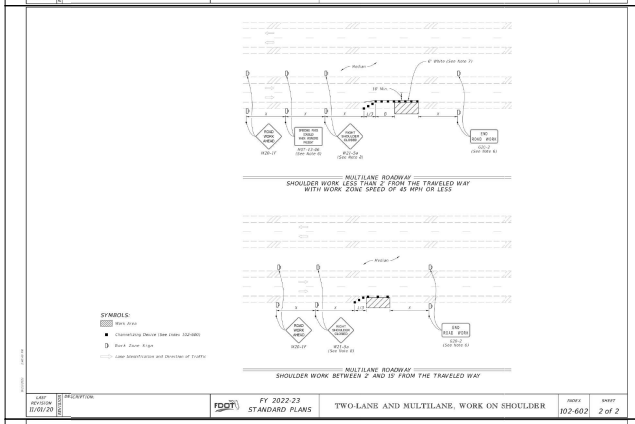
UTILITY WORK AHEAD SIGN

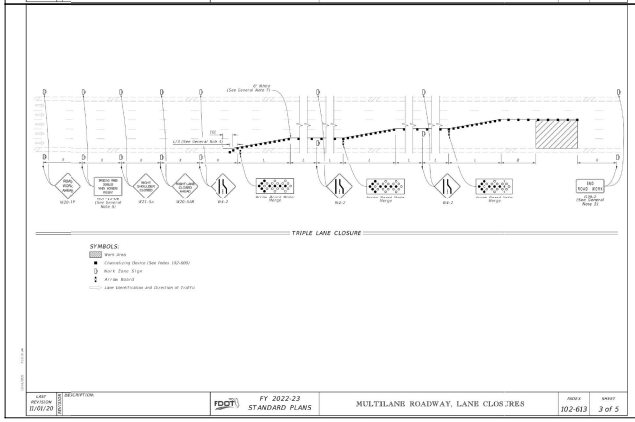
The UTILITY WORK AHEAD (W21-7) sign to be used as an alternate to the ROAD WORK AHEAD or the ROAD WORK XX FT (W20-1) sign for utility operations on or adjacent to a highway.

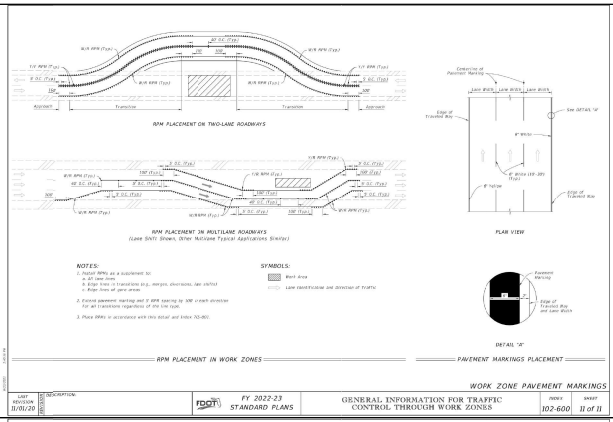
LENGTH OF ROAD WORK SIGN

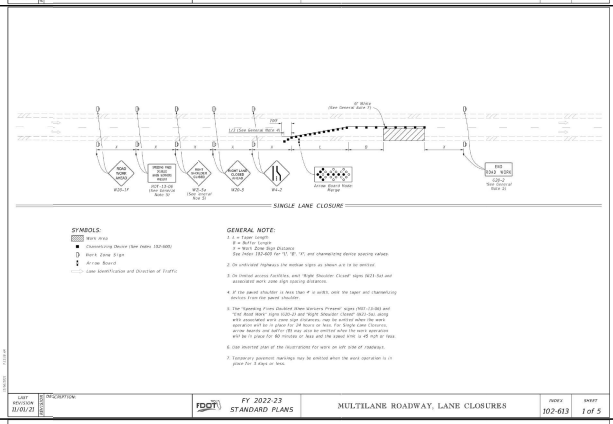
The ROAD WORK AHEAD (W20-1) and the Warning Sign legend ROAD WORK NEXT ____ MILES (or FEET) shall be used on projects to warn road users of lengthy work zones. Where work zones are short, the ROAD WORK AHEAD sign may be used alone. Where work zones are short, the ROAD WORK AHEAD sign may be used alone. Where work zones are short, the ROAD WORK AHEAD sign may be used alone

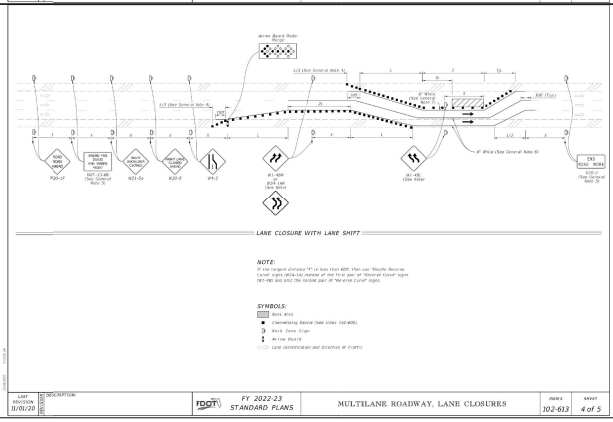


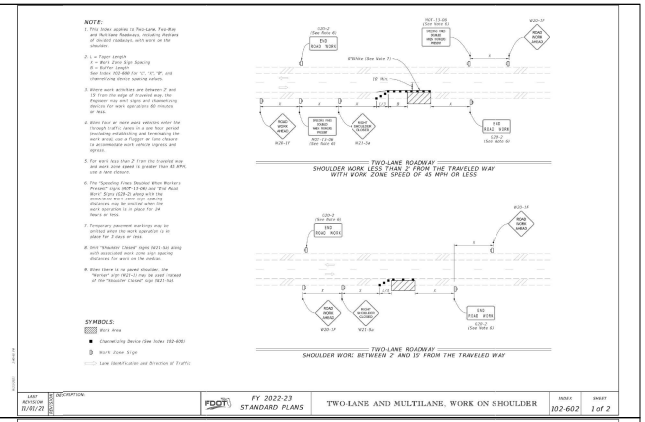


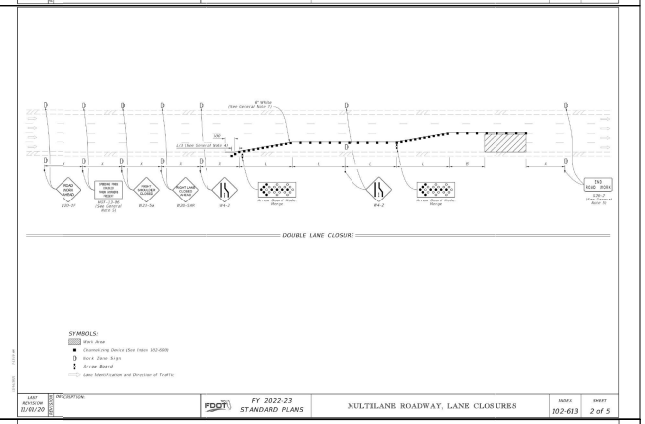


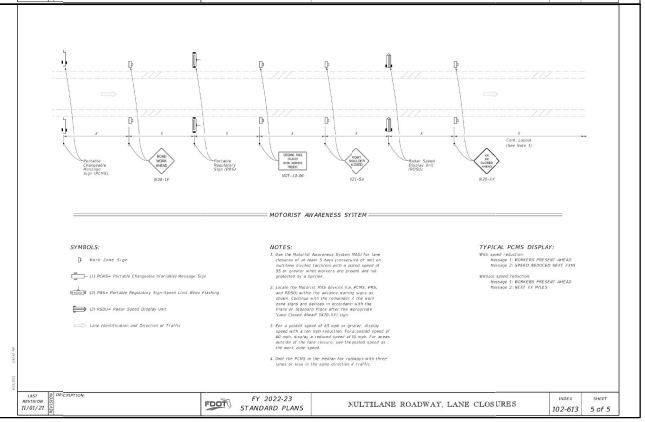












NO.	DATE	REVISIONS	BY

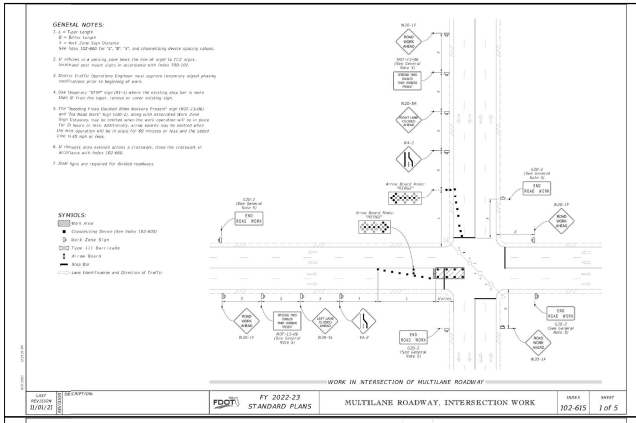
City of Ormond Beach
Engineering Division

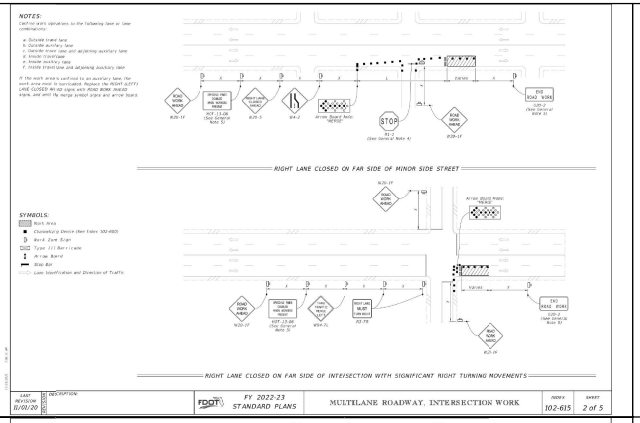
BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E., CITY ENGINEER

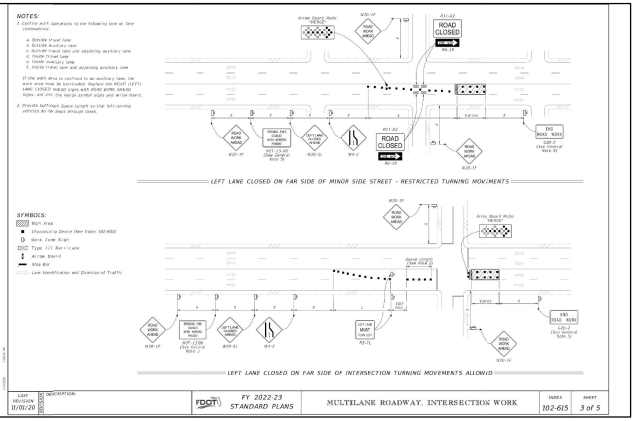
GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

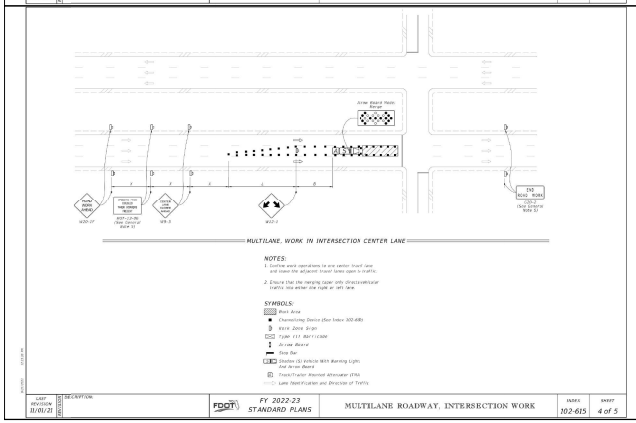
MAINTENANCE OF TRAFFIC

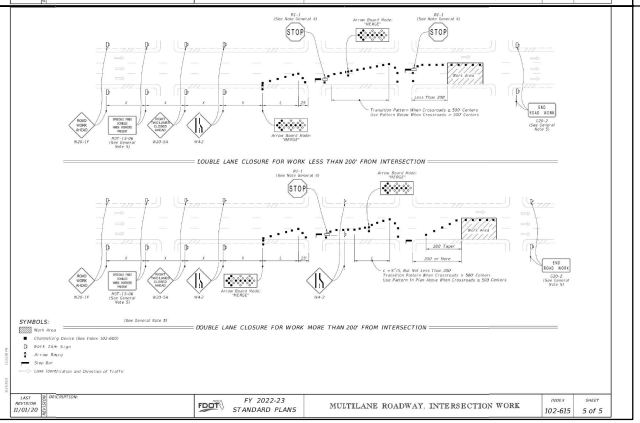
DATE: 5-20-22	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 306











NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE A. SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E., CITY ENGINEER

GRANADA BLVD. STREETSCAPE SIDEWALK BANDING REPAIR

MAINTENANCE OF TRAFFIC

DATE: 5-20-22	PROJECT NO.: N/A
SCALE: N.T.S.	FILE NAME: GRANADA KEY & DETAILS.DWG
DRAWN BY: MC	SHEET: 307

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.I
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-77
Strategic Goal:	Governance – Other		
Department :	Public Works - Engineering		
Subject:	Assignment of Continuing Contracts from Traffic Engineering Data Solutions (TEDS) to Stanley Consultants, Inc.		
Budget Impact:	There is no budget impact.		
Summary:	On January 5, 2021, the City entered into a continuing contractual agreement with the firm TEDS to provide transportation planning and engineering services, as are required from time to time by the City. The Consultant has requested an assignment of the agreements due to the acquisition of the firm by Stanley Consultants, Inc., which was effective on May 1, 2022. There has been no change in the firm's personnel or operations as a result of this acquisition.		
Recommended Action:	Staff recommends the continuing contracts for civil engineering, and transportation planning and engineering services with TEDS be assigned to Stanley Consultants, Inc.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	3/31/2023	
Claire Whitley, Assistant City Manager	3/31/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Alex Schumann, City Engineer

Date: April 18, 2023

Subject: Assignment of Continuing Contracts from Traffic Engineering Data Solutions (TEDS) to Stanley Consultants, Inc.

Commission Goal: Governance – Other

Introduction

This is a request to assign the Continuing Contracts for civil engineering, and transportation planning and engineering services between the City of Ormond Beach and Traffic Engineering Data Solutions, Inc. (TEDS), to Stanley Consultants, Inc., a corporation that will assume all responsibilities and liabilities relative to the contracts.

Background

On March 20, 2017, the City entered into a continuing contractual agreement with the firm TEDS to provide civil engineering services. On January 5, 2021, the City entered into a second continuing contractual agreement with the firm TEDS for the provision of transportation planning and engineering services.

Discussion

The Consultant has requested an assignment of the agreements due to the acquisition of the firm by Stanley Consultants, Inc., which was effective on May 1, 2022. There has been no change in the firm's personnel or operations as a result of this acquisition.

Budget Impact

There is no budget impact.

Citizen Impact

There is no citizen impact.

Recommendation

Staff recommends the continuing contracts for civil engineering, and transportation planning and engineering services with TEDS be assigned to Stanley Consultants, Inc.

Attachments:

1. 23-77 TEDS assign to Stanley (P23-0044G)
2. Traffic Engineering assign General Civil Eng agr to Stanley (P23-0044G)
3. Traffic Engineering assign Transportation Planning agr to Stanley (P23-0044G)
4. Stanley Consultants Acquistion Letter

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: March 31, 2023

Claire Whitley, Assistant City Manager — Date: March 31, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: April 12, 2023

RESOLUTION NO. 2023-77

A RESOLUTION AUTHORIZING THE EXECUTION OF TWO CONSENTS TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR THE LIMITED PURPOSE OF ACKNOWLEDGING THE NEW CORPORATE ENTITY PROVIDING GENERAL CIVIL ENGINEERING SERVICES AND TRANSPORTATION PLANNING & ENGINEERING SERVICES FROM TRAFFIC ENGINEERING DATA SOLUTIONS, INC. TO STANLEY CONSULTANTS, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Traffic Engineering Data Solutions, Inc. are parties to a Continuing Contract for General Civil Engineering Services dated March 20, 2017 and a Continuing Contract for Transportation Planning & Engineering Services dated January 5, 2021 ("the Agreements"), and

WHEREAS, on February 15, 2023, the City received a letter from Stanley Consultants, Inc. stating that it had acquired Traffic Engineering Data Solutions, Inc. and requested that the Agreements be assigned to Stanley Consultants, Inc., and

WHEREAS, Section 14 of each Agreement prohibits the assignment of the Agreement without the prior written consent of the City Commission, and

WHEREAS, the City's staff has reviewed the proposed Consent to Assignment and Amendment to Continuing Contract for General Civil Engineering Services and the Consent to Assignment and Amendment to Continuing Contract for Transportation Planning & Engineering Services (copies of which are attached hereto and incorporated herein by reference) and recommends the Agreements be assigned to Stanley Consultants, Inc. for the limited purpose of recognizing the assignment and acknowledging the correct identity of the entity providing the aforedescribed services; now therefore,

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

SECTION ONE. The City Commission hereby gives its consent to and approval of the assignment of the Continuing Contract for General Civil Engineering Services and the Continuing Contract for Transportation Planning & Engineering Services from Traffic Engineering Data Solutions, Inc. to Stanley Consultants, Inc.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Consent to Assignment and Amendment to Continuing Contract for General Civil Engineering Services in favor of Stanley Consultants, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a Consent to Assignment and Amendment to Continuing Contract for Transportation Planning & Engineering Services in favor of Stanley Consultants, Inc.

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

APPROVED AND AUTHENTICATED, this 18th day of April, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR GENERAL CIVIL ENGINEERING SERVICES

THIS CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR GENERAL CIVIL ENGINEERING SERVICES is entered into by and between the **City of Ormond Beach, Florida** ("City"), **Traffic Engineering Data Solutions, Inc.** ("TEDS") and **Stanley Consultants, Inc.** ("Stanley") for the purposes stated herein, as follows:

WHEREAS, the City and TEDS are parties to a Continuing Contract for General Civil Engineering Services ("the Agreement") having an effective date of March 20, 2017, and

WHEREAS, on February 15, 2023, Stanley notified City that it had acquired TEDS and requested that the Agreement be assigned to Stanley, and

WHEREAS, the City Commission of the City of Ormond Beach desires to give its consent and approval of the assignment and transfer of the Agreement from TEDS to Stanley, and

WHEREAS, the City Commission of the City of Ormond Beach and Stanley desire to amend the subject Agreement for the limited purpose of acknowledging the new entity that will provide general civil engineering services for the City of Ormond Beach; now therefore,

1. The introductory paragraph of that certain Continuing Contract for General Civil Engineering Services between the City and TEDS is hereby amended to read as follows:

> THIS AGREEMENT is made and entered into by and between STANLEY CONSULTANTS, INC. duly authorized to conduct business in the State of Florida, whose address is 225 Iowa Avenue, Muscatine, IA 52761 hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

2. Section 34 of that certain Agreement between the City and TEDS is hereby amended to read as follows:

> **NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:
City of Ormond Beach
Engineering Division
c/o City Engineer
P.O. Box 277
Ormond Beach,. FL 32175-0277

For CONSULTANT:
Stanley Consultants, Inc.
80 Spring Vista Drive
DeBary, FL 32713

3. Assignment. TEDS does hereby convey, transfer, deliver and assign to Stanley as of the Effective Date and Stanley does hereby accept from TEDS, all of TEDS' right, title and interest in and to the Assigned Contract arising on and after the Effective Date.

4. Assumption. In consideration of such transfer, Stanley hereby agrees to be bound by and promptly to perform or cause to be performed the terms, conditions and covenants, if any, agreed to be done, kept and performed by TEDS arising on and after the Effective Date under the Agreement as if it were the original party to the Agreement.

5. Consent. City hereby: (i) approves the transfer of the Assigned Contract to Stanley and waives any claims and rights against TEDS that it may have in the future performance of the Assigned Contract after the Effective Date; (ii) agrees to be bound by and to perform said Assigned Contract in accordance with the conditions contained in the Assigned Contract as if it were still under contract to TEDS; and (iii) agrees to fully cooperate with the transfer of the Assigned Contract to Stanley by performing all of the actions and executing all documents necessary to complete a timely transition.

6. All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment and Amendment to Continuing Contract for General Civil Engineering Services to be executed by the undersigned officials as of the date listed below.

DATED: _____, 2023

CITY OF ORMOND BEACH, FLORIDA

BY:_____
Bill Partington, Mayor

ATTEST:_____
Joyce Shanahan, City Manager

DATED: _____, 2023

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

BY: _____
Name: Jesse J. Herron
Title: Trustee

ATTEST: _____
Name: Stuart L. Crenshaw
Title: Director

DATED: _____, 2023

STANLEY CONSULTANTS, INC.

BY: _____
Name: Michael R. Rothenberg
Title: SVP & Chief Operating Officer

ATTEST: _____
Name: Stuart L. Crenshaw
Title: Director

CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR TRANSPORTATION PLANNING & ENGINEERING SERVICES

THIS CONSENT TO ASSIGNMENT AND AMENDMENT TO CONTINUING CONTRACT FOR TRANSPORTATION PLANNING & ENGINEERING SERVICES is entered into by and between the **City of Ormond Beach, Florida** ("City"), **Traffic Engineering Data Solutions, Inc.** ("TEDS") and **Stanley Consultants, Inc.** ("Stanley") for the purposes stated herein, as follows:

WHEREAS, the City and TEDS are parties to a Continuing Contract for Transportation Planning & Engineering Services ("the Agreement") having an effective date of January 5, 2021, and

WHEREAS, on February 15, 2023, Stanley notified City that it had acquired TEDS and requested that the Agreement be assigned to Stanley, and

WHEREAS, the City Commission of the City of Ormond Beach desires to give its consent and approval of the assignment and transfer of the Agreement from TEDS to Stanley, and

WHEREAS, the City Commission of the City of Ormond Beach and Stanley desire to amend the subject Agreement for the limited purpose of acknowledging the new entity that will provide transportation planning & engineering services for the City of Ormond Beach; now therefore,

1. The introductory paragraph of that certain Continuing Contract for Transportation Planning & Engineering Services between the City and TEDS is hereby amended to read as follows:

> THIS AGREEMENT is made and entered into by and between STANLEY CONSULTANTS, INC. duly authorized to conduct business in the State of Florida, whose address is 225 Iowa Avenue, Muscatine, IA 52761 hereinafter called "CONSULTANT", and CITY OF ORMOND BEACH, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, hereinafter called "CITY".

2. Section 36 of that certain Agreement between the City and TEDS is hereby amended to read as follows:

> **NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:
City of Ormond Beach
Engineering Division
c/o City Engineer
P.O. Box 277
Ormond Beach,. FL 32175-0277

For CONSULTANT:
Stanley Consultants, Inc.
80 Spring Vista Drive
DeBary, FL 32713

3. Assignment. TEDS does hereby convey, transfer, deliver and assign to Stanley as of the Effective Date and Stanley does hereby accept from TEDS, all of TEDS' right, title and interest in and to the Assigned Contract arising on and after the Effective Date.

4. Assumption. In consideration of such transfer, Stanley hereby agrees to be bound by and promptly to perform or cause to be performed the terms, conditions and covenants, if any, agreed to be done, kept and performed by TEDS arising on and after the Effective Date under the Agreement as if it were the original party to the Agreement.

5. Consent. City hereby: (i) approves the transfer of the Assigned Contract to Stanley and waives any claims and rights against TEDS that it may have in the future performance of the Assigned Contract after the Effective Date; (ii) agrees to be bound by and to perform said Assigned Contract in accordance with the conditions contained in the Assigned Contract as if it were still under contract to TEDS; and (iii) agrees to fully cooperate with the transfer of the Assigned Contract to Stanley by performing all of the actions and executing all documents necessary to complete a timely transition.

6. All other terms and conditions of the subject Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Assignment and Amendment to Continuing Contract for Transportation Planning & Engineering Services to be executed by the undersigned officials as of the date listed below.

DATED: _____, 2023

CITY OF ORMOND BEACH, FLORIDA

BY:_____
Bill Partington, Mayor

ATTEST:_____
Joyce Shanahan, City Manager

DATED: _____, 2023

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

BY: _____
Name: Jesse J. Herron
Title: Trustee

ATTEST: _____
Name: Stuart L. Crenshaw
Title: Director

DATED: _____, 2023

STANLEY CONSULTANTS, INC.

BY: _____
Name: Michael R. Rothenberg
Title: SVP & Chief Operating Officer

ATTEST: _____
Name: Stuart L. Crenshaw
Title: Director

SC Companies, Inc.
385 Interlocken Crescent › Suite 250 › Broomfield, CO 80021 › stanleyconsultants.com

February 15, 2023

Via Email

April M. Martti, Engineering Projects Coordinator
City of Ormond Beach
Engineering Division
22 South Beach Street
Suite 104
Ormond Beach, FL 32174

RE: Acquisition of TRAFFIC ENGINEERING DATA SOLUTIONS, INC. by Stanley Consultants, Inc.

Dear Ms. Martti:

It is our pleasure to submit to you this statement regarding the recent acquisition of Traffic Engineering Data Solutions, Inc. (TEDS) by Stanley Consultants, Inc.

Pursuant to that certain Stock Purchase Agreement, dated April 30, 2022, by and among Stanley Consultants, Inc. (Purchaser), Traffic Engineering Data Solutions, Inc. (the Company) and the Seller Parties identified therein, Purchaser acquired all of the shares of the issued and outstanding stock of the Company from the Seller Parties. The purchase and sale transaction formally closed *with an effective date and time of 12:01 a.m. Eastern on May 1, 2022*.

By virtue of the structure of the acquisition as a stock purchase, all liabilities, obligations and responsibilities of the Company, contractual or otherwise, are liabilities, obligations and responsibilities of the Purchaser (Stanley Consultants, Inc.). In addition, all of the employees of the purchased Company were transitioned over to be employees of Stanley Consultants, Inc. commencing on May 1, 2022.

If there is any additional information which City of Ormond Beach needs Stanley Consultants or TEDS to furnish in order to complete its understanding of the acquisition, please let me know. I can be reached at (303) 925-8257 and at crenshawstuart@stanleygroup.com.

Sincerely,

Stuart Crenshaw, Director
Stanley Consultants, Inc.
Corporate Secretary and Chief Legal Officer
SC Companies, Inc. (parent company)

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.J
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-78
Strategic Goal:	Water Quality & Environment – Expand reclaimed water system to other areas based upon availability and participation		
Department :	Public Works - Engineering		
Subject:	Work Authorization - Airport Road Reclaim Water Main, Atlantic Drafting & Surveying, Inc.		
Budget Impact:	The design and survey of the Airport Road Reclaim Watermain is included in the Fiscal Year 2022-2023 CIP Budget in the amount of $150,000 under the 433-Reuse Impact Fees Fund. The cost of the survey portion described in this proposal is $81,840.		
Summary:	Demand on the Airport Road reclaim watermain has led to a need to install a larger replacement to fully serve the West Ormond Utilities District. This resolution will give authorization to ADS to begin survey work on Airport Road and in the FPL easement.		
Recommended Action:	Staff recommends approval of the resolution to award the Work Authorization to Atlantic Drafting & Surveying, Inc. in the amount of $81,840.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	3/22/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	3/28/2023	
Joyce Shanahan, City Manager	3/30/2023	Joyce Shanahan

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: April 18, 2023

Subject: Work Authorization - Airport Road Reclaim Water Main, Atlantic Drafting & Surveying, Inc.

Commission Goal: Water Quality & Environment – Expand reclaimed water system to other areas based upon availability and participation

Introduction

This resolution is a request to provide Atlantic Drafting & Surveying, Inc. a work authorization for the topographic, right-of-way, and utility survey of Airport Road for use in the design of reclaimed watermain replacement.

Background

As a part of the Airport Road Forcemain Extension project completed in 2013, the existing 10" diameter force main from Breakway Trails to River Bend golf course was left in place and converted from a sanitary sewer force main to a reuse transmission main. Converting this main to transmit reclaimed water enabled the transfer of reclaimed water to Breakaway Trails and Hunter's Ridge. Based on growth and expansion of the City's reclaimed water utility in the West Ormond Utility district, along with future plans for expansion of the system, a need was identified for the installation of a larger reclaimed water main. This larger main will allow for greater volumes of reclaimed water to be transferred to Breakaways Trails, Hunter's Ridge, and the proposed reclaimed water reservoir, allowing the City to meet future demands and reduce effluent discharge to the Halifax River. Upon completion, a new 16" reclaimed water main will serve as the primary transmission conduit, and the existing 10" reclaimed main will remain for supplementary distribution. The completion of this survey is necessary for the project design to proceed.

Discussion

The survey requested from Atlantic Drafting & Surveying, Inc. (ADS) will be a full topographic right-of-way survey and include underground utilities. The survey includes an approximately 21,000 foot portion of Airport Road, and an 8,700 foot portion of the

FPL easement. The survey along Airport Road is the necessary first phase of the design process for the future upgrading of the reclaimed water transmission main to the western developments and the proposed reclaimed water reservoir.

Budget Impact

The design and survey of the Airport Road Reclaim Watermain is included in the Fiscal Year 2022-2023 CIP Budget in the amount of $150,000 under the 433-Reuse Impact Fees Fund. The cost of the survey portion described in this proposal is $81,840.

Citizen Impact

The overall design and construction of the reclaim watermain on Airport Road will allow the City to properly service the expanding residential population in the Western Service Area.

Recommendation

Staff recommends approval of the resolution to award the Work Authorization to Atlantic Drafting & Surveying, Inc. in the amount of $81,840.

Attachments:

1. 23-78 Airport Rd topo survey- Atlantic Drafing (P23-0042G)
2. ADS Work Authorization

Approvals:

Kelly A. McGuire

Date: March 22, 2023

Kelly McGuire, Finance Director

Date: March 28, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: March 30, 2023

Joyce Shanahan, City Manager

RESOLUTION NO. 2023-78

A RESOLUTION ACCEPTING A PROPOSAL FROM ATLANTIC DRAFTING & SURVEYING, INC. TO PROVIDE ENGINEERING SERVICES TO CONDUCT A TOPOGRAPHIC SURVEY OF A PORTION OF AIRPORT ROAD; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited a proposal from Atlantic Drafting & Surveying, Inc., an engineering firm under continuing contract with the City, to provide engineering services to conduct a topographic survey of a portion of Airport Road in preparation for the design of the reclaimed watermain replacement ("the Project") in accordance with the provisions of Section 2-300(c) of the *Code of Ordinances*, and

WHEREAS, the appropriate City staff have reviewed the proposal received and determined that the proposal submitted by Atlantic Drafting & Surveying, Inc. to provide engineering services for the aforedescribed project at a cost not to exceed $81,840.00 is in the best overall interest of the City, and recommends that the said proposal (a copy being attached to the Work Authorization which is attached hereto and incorporated herein by reference) be accepted, and

WHEREAS, the City Commission concurs in the said determination and recommendation, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been deposited to the credit of the Reuse Impact Fee Fund (433) and has not been appropriated for any other purpose, now therefore,

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

SECTION ONE. The proposal submitted by Atlantic Drafting & Surveying, Inc. to provide engineering services to conduct a topographic survey of a portion of Airport Road at a cost not to exceed $81,840.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization between the City and Atlantic Drafting & Surveying, Inc. to provide engineering services for the Project at the said price, and to pay the cost therefor from the Reuse Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Continuing Contract dated April 2, 2019 between the City of Ormond Beach, Florida, and Atlantic Drafting & Surveying, Inc. the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Airport Road Reclaimed Water Main – Topographic Route Survey

Project Description: Preparation of a topographic route survey for an approximate 21,000 foot section of Airport Road, and an approximate 8,700 foot section of an FPL Easement north of Airport Road. The survey will include utility locates and markings, as detailed on the attached proposal dated March 16, 2023.

Estimated Project Construction Cost: $ N/A

Schedule of Payments and Fee Basis

Required Work Task	Fee Basis	Fee
Topographic Survey Airport Road	Fixed Fee	$49,964.00
Topographic Survey FPL Easement	Fixed Fee	$11,876.00
Level B Utility Locates & Markings	Fixed Fee	$20,000.00
Total Fee Authorized:	**Not to Exceed**	**$81,840.00**

Funding Source: Reuse Impact Fees – Fund 433

Estimated Time for Completion: 26 Weeks from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

By: _____
Bill Partington
Mayor

Date: _____

By: _____
Joyce A. Shanahan
City Manager

Date: _____

ACCEPTED:
ATLANTIC DRAFTING & SURVEYING, INC

By: _____
Joseph Jay Woolridge, PSM
Vice-President

Date: _____

I. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3331
CITYCLERK@ORMONDBEACH.ORG

Ref: Fla. Stat. §119.0701(2016)

II. VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Section 448.09, *Florida Statutes*, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, either for herself or himself, or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work in the United States. Contractor warrants that it is registered with the U.S. Department of Homeland Security's E-Verify system, and is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Contractor agrees that if the contractor enters into an agreement with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and contractor warrants it shall maintain any such affidavits for the duration of the contract. If the City has a good faith belief that a subcontractor knowingly violated Section 448.09 (1), the City shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
3. In the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and as provided by statute, the contractor may not be awarded a public contract for at least one (1) year after the date of termination. The contractor may also be held liable for any additional costs incurred by the City as a result of the termination of the contract.

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

March 16, 2023 **PROFESSIONAL SERVICES PROPOSAL** **Proposal #2023-014**

City of Ormond Beach, Engineering Department
22 South Beach Street
Ormond Beach, Florida 32174
386-676-3269
Cole.buck@ormondbeach.org

RE: Part of Airport Road & FPL Easement
Topographic Route Survey

Engineering Department:

Atlantic Drafting & Surveying, Inc. is pleased to provide this proposal for professional services at the above referenced site.

Please refer to the "SCOPE OF SERVICES" and the "COMPENSATION AND METHOD OF COMPENSATION" to be provided and Attachments "A", "B" and "C" for SUPPLEMENTAL INFORMATION to this proposal.

We look forward to working with you and appreciate the opportunity to provide the requested services. If you have any questions about our proposal please feel free to call.

Sincerely,

Atlantic Drafting & Surveying, Inc.

Joseph Jay Wooldridge, as Vice President

Joseph "Jay" Wooldridge, PSM
Vice President

Enclosures: Attachments A, B and C

P:\AD&S Estimates\2023-014-Rev-2

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

March 16, 2023 **PROFESSIONAL SERVICES PROPOSAL** **Proposal#2023-014**

"SCOPE OF SERVICES"

I. Scope of Service

The standard services provided by Atlantic Drafting & Surveying, Inc. are as follows:

1. Prepare a topographic route survey of an approximately 21,000 foot part of Airport Road and an approximately 8,700 foot part of an FPL Easement north of Airport Road at Hunters Ridge located in Ormond Beach, Flagler & Volusia County, Florida as shown on Attachment "B".

Standard services to be provided by Underdog Utility Detection, LLC are as follows:

1. Approximately 29,700 linear feet of Level B utility locating and marking by Underdog Utility Detection, LLC, 3819 Victoria Drive, West Palm Beach, FL 33406, following the routes shown on Attachment "B".

II. Assumptions

1. Horizontal datum will be referenced to the Florida State Plane East Zone Coordinate System, North American Datum 1983(2011).
2. Vertical control and elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88).
3. If property monumentation is recovered along the right-of-way at boundary corner locations, it will be shown on the face of the survey; however, this will not constitute a boundary survey and should not be relied upon as such.
4. Planimetric information shown on the survey will include site improvements such as: buildings, sheds, fences, concrete pads, driveways, parking areas and roadways.
5. Surface and aerial utilities will be shown on the survey if they are apparent with corresponding rim, lid or grate elevations. Invert and top of operating nut elevations will be determined if structures are accessible.
6. Topographic information shown on the survey will be collected at one hundred (100) foot intervals within the right-of-way lines and limited to the area outlined on Attachment "C".
7. No survey data will be collected within any covered or enclosed structure.
8. Semi-permanent horizontal and vertical control points will be set at approximately 1,400 foot intervals and shown on the survey for future development purposes.
9. Preparing a TIN/3D topographic surface is included with this scope of service.
10. Scaled FEMA NFIP flood zone information will be shown on the survey.
11. The survey will be certified to the City of Ormond Beach.

12. An additional fee for copies beyond those specified in item III. Deliverables will be charged in accordance with Atlantic Drafting & Surveying, Inc.'s standard rates.
13. Any work requested that is not explicitly included in item I. Scope of Service or item II. Assumptions can be performed at Atlantic Drafting & Surveying, Inc.'s current standard hourly rates only upon the Client's written approval.
14. All survey maps or documents prepared as part of this scope of service will be maintained in an active file by Atlantic Drafting & Surveying, Inc. for a period of one year. Thereafter, a fee may be charged to recover any archived information.
15. Surveying services and deliverables will be prepared per Florida Statutes Section 472.027 and in compliance with the Standards of Practice outlined in Chapter 5J-17 Florida Administrative Code.
16. Atlantic Drafting & Surveying, Inc. will schedule the field services outlined in item I. Scope of Service once the signed agreement, work authorization and retainer, if required, are received.

III. Deliverables

1. Two (2) signed and sealed topographic survey maps on 24 inch by 36 inch media will be provided.
2. One (1) electronic AutoCAD (.dwg) file and one (1) Adobe (.pdf) file will be provided.

IV. Schedule

Atlantic Drafting & Surveying, Inc. anticipates scheduling the services outlined in item I. Scope of Service within six (6) calendar weeks from the receipt of the signed client authorization or City of Ormond Beach Work Authorization. Atlantic Drafting & Surveying, Inc. estimates it will take approximately eight (8) calendar weeks to complete Airport Road field locations and approximately five (5) calendar weeks from the completion of the field locations to providing the Topographic Route Survey for that part of the project. Atlantic Drafting & Surveying, Inc. will schedule the FPL easement field locations for the topographic route survey upon completion of the Airport Road field locations. Atlantic Drafting & Surveying, Inc. anticipates completing the field locations for the FPL part of the project in approximately three (3) calendar weeks and approximately four (4) calendar weeks from the completion of the field locations to providing the Topographic Route Survey for that part of the project. The estimated project starting and completion times outlined above are subject to change based on current project workloads.

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

March 16, 2023 **PROFESSIONAL SERVICES PROPOSAL** **Proposal#2023-014**

"COMPENSATION AND METHOD OF COMPENSATION"

Fee:

The Client agrees to compensate the Consultant for the professional services called for under the "SCOPE OF SERVICES" of this Agreement for the Fee as specified below. Any retainer indicated must be returned with the signed Client Authorization prior to the project beginning. 100% of the outlined fees must be remitted prior to the release of the specified deliverables.

Professional Services	
Topographic Route Survey Preparation for Airport Road	$49,964.00
Topographic Route Survey Preparation for FPL Easement	$11,876.00
Level B utility locating and marking by Underdog Utility Detection, LLC	$20,000.00
Project Retainer (0%)	($0.00)
TOTAL LUMP SUM FEE (INCLUDING RETAINER)	**$81,840.00**

"CLIENT AUTHORIZATION"

I warrant and represent that I am an authorized representative of the property owner and I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above-mentioned service and agree to pay the charges resulting there from as identified above. I have read, understand, and agree to the Atlantic Drafting & Surveying, Inc. General Conditions (01-2023), including limitation of liability, printed and attached hereto.

Accepted this _____ day of _____, 2023

_____

Signature

_____

Printed Name & Title

_____

Representing (Name of Firm)

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174
Phone: 386-264-8490

March 16, 2023 **Proposal #2023-014**

ATTACHMENT "A"

City of Ormond Beach, Engineering Department
22 South Beach Street
Ormond Beach, Florida 32174
386-676-3269
Cole.buck@ormondbeach.org

RE: Part of Airport Road & FPL Easement
Topographic Route Survey

Per you request the man hour breakdown for the Airport Road part of the project is as follows:

Three-person field crew	241 hours @ $146/hr	=	$35,186.00
Survey CAD Tech	163 hours @ $74/hr	=	$12,062.00
Project Manager	10 hours@ $131/hr	=	$ 1,310.00
Professional Surveyor	12.12 hours@ $116/hr	=	$ 1,405.92
Total			$49,963.92
Total (Whole Dollar)			$49,964.00

The man hour breakdown for the FPL Easement part of the project is as follows:

Two-person field crew	82.5 hours @ $115/hr	=	$ 9,487.50
Survey CAD Tech	20 hours @ $74/hr	=	$ 1,480.00
Project Manager	4 hours@ $131/hr	=	$ 524.00
Professional Surveyor	3.32 hours@ $116/hr	=	$ 385.12
Total			$11,876.62
Total (Whole Dollar)			$11,876.00
ADS Total (Whole Dollar)			$61,840.00
Subconsultant-Locate Services			$20,000.00
PROJECT TOTAL:			**$81,840.00**

We look forward to working with you and appreciate this opportunity to serve your needs. If you have any questions or need any further information please feel free to call.

ATTACHMENT "B"

FUTURE RECLAIM RESERVOIR

PUMP STATION

FPL EASEMENT

N Tymber Creek Rd

Pineland Trail

Airport Rd

Groover Branch

Kings View Farms

McCarthy Farms

Millenium Stables

Artquest School of Art & Design

CHELSEA LAKES

Horseshoe Farms

Choice Landscapes, Inc. & Choice...

Bert Faircloth Roofing, Inc

Concentrated Aloe Corporation

Kadalec Interiors

Ormond Beach Municipal Airport (OMN)

Pace Analytical

EG Industries - Leader in Plastic Injection...

Command Medical Products

AIRPORT BUSINESS PARK

Germfree

PINE TRAILS

Coastal Alarm Systems, Inc

Emotive Photo

Bennett's Lawn Care & Maint

THE ORMOND GREEN

Tomoka Propeller

SOUTHERN PINES

CREEKSIDE

ORMOND GREEN

A Handy Hammer

Pine Trail Elementary School

DEER CREEK OF HUNTER'S RIDGE

Richard's Window Repair Services

Wheeler Field Camp

Ormond Beach Fire Station #94

Hunter's Ridge Pool

Robin's Royal Poms

The Farm

The Villas by Granada Homes

Huntington at Hunter's Ridge

BRIARGATE

FOREST QUEST

Pathways Elementary School

DEER RIDGE

Coastal Garage Floors

BROADWATER

ATTACHMENT "C"

Underdog Utility Detection LLC.
3524 Lone Pine Road
Delray Beach Fl 33445

Proposal

Proposal Date: 2/9/2023
Proposal #: 823
Project: Ormond Beach L...

Bill To:

Atlantic Drafting & Surveying, Inc.
1362 N. US Hwy 1, Suite 304
Ormond Beach, Florida 32174

Description	Est. Hours/Qty.	Rate	Total
Locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. 4Hr Min. Scope: Scan +/-20,000LF ROW to ROW of Airport road in Ormond beach. The area is outlined in red and is to include the FPL lot easement outlined in blue as depicted. The locates are to begin at pump station 777, near the Ormond beach municipal airport heading South on Airport Rd. Locates are to end in the FPL lot roughly +/-1,200LF East from the roundabout, and roughly +/-7,000LF North onto the FPL lot as outlined.	100	200.00	20,000.00

Total $20,000.00

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.K
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-79
Strategic Goal:	Governance – Other		
Department :	Public Works - Engineering		
Subject:	Telecommunication Evaluation and Upgrade Service Consultant Contract Award		
Budget Impact:	The proposal from Trien & Associates was the lowest cost proposal at $52,000. This project is not currently funded. General Fund reserves would need to be appropriated through a budget amendment after the contract is awarded.		
Summary:	This project proposes to evaluate the City's existing Centrex telecommunication system, identify the best technology solution, assist with the preparation of the RFP for construction and implementation, construction oversight, and removal of the Centrex system.		
Recommended Action:	Staff recommends the City Commission approve the award of contract RFP 2023-18 Telecommunication evaluation and upgrade services and related service activities to Trien & Associates, Inc. in the amount of $52,000.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	4/4/2023	
Claire Whitley, Assistant City Manager	4/11/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Alex Schumann, City Engineer

Date: April 18, 2023

Subject: Telecommunication Evaluation and Upgrade Service Consultant Contract Award

Commission Goal: Governance – Other

Introduction

This is a request for the City Commission to approve the award of a contract for Telecommunication evaluation and upgrade services, RFP Number 2023-18, to Trien & Associates, Inc.

Background

The City currently utilizes an AT&T Central Exchange (Centrex) telecommunications system. This system is over 30 years old and relies on antiquated equipment that is no longer manufactured, and has only limited technical support from AT&T. The inability to obtain both parts and reliable support for the system, significantly hinders the city's ability to communicate and provide services to city residents, businesses, and visitors. For example, as a result of damage caused by Hurricane Ian, Public Works suffered a major service interruption to its phone system that lasted nearly 3 months. The utility billing phone system that accepts telephonic utility payments was disabled for 26 days, and most recently, the Police Department had several lines down for over 2 weeks.

On February 7, 2023, the City Commission authorized staff to advertise RFP No. 2023-18 for telecommunication evaluation and upgrade services. On February 28, 2023, City staff received two (2) responses to RFP No. 2023-18. An RFP Evaluation Committee consisting of the Information Technology Manager, City Engineer, and Utilities Engineer met on March 22, 2023 to rank the proposed bidder. The RFP scoring criteria was structured as follows:

- Qualifications of the Firm: 0-30 points
- Relevant project experience: 0-25 points
- Price: 0-20 points
- Project Schedule: 0-15 points

The most responsive bid from Trien & Associates received 265 out of a possible 300 points available from the three (3) evaluation committee members; the next responsive bid received 249 points.

Discussion

Trien & Associates has performed multiple phone system evaluation and upgrade services for major institutions, including NASCAR and the Seminole Hard Rock Support Services. Trien & Associates' proposal demonstrates a well established and high level of knowledge in this specialized area of Information Technology.

Project Overview
Trien & Associates consultants will work with the City's IT team and other departments to develop a customized VoIP and UC strategy to address technology changes in telephony, communication, and collaboration services. The project's structure will incorporate the following:

- Establish a VoIP and Unified Communication roadmap that will assist the City of Ormond Beach in maintaining viable communication tools and controlling costs.

- Develop a VoIP/UC strategy that resolves the following business goals:

1. Technology upgrade: replace legacy phone technologies and contracts
2. Increase productivity: identify gains made through communication integration
3. Decommission the obsolete Centrex System
4. Define and organize training by departments on the new VoIP and UC systems
5. Maintain financial neutrality: maintain costs at or below current investment rates for telephony services.

Trien & Associates will define the City of Ormond Beach project in four phases:

Phase one: evaluation of existing system
- The evaluation of the existing system shall include a complete review of the current telecommunications voice network
- Define the existing deficiencies from network infrastructure, overall information technology, and business unit viewpoint, including points of failure and redundancy options
- Outline industry best practices
- Gap analysis, quantifying and qualifying opportunities
- All telecommunication rooms will be documented in MS Visio, along with the network components and call flow patterns

Phase two: technology selection
- Determine scalability and 10+ year lifespan requirements of voice network
- Assess the current voice network to achieve cost-effective solutions, including maintenance
- Recommend voice network design to reach the goal of providing global VoIP
- Estimate timelines to deploy each proposed voice network design
- Cost analysis of each voice network design option, including associated annual

maintenance costs
- Provide a list of value-added resellers (VARs) that can implement the designed/proposed system
- Outline detailed pro/con analysis of each design option.
- Managed services for VoIP and UC deployments. Including hosted UC as a service, hybrid, and on-premise solutions
- Prepare Request for Proposals (RFP) based on the above evaluation and technology selection
- Assist the City in the evaluation of the RFP for technology implementation

Phase three: technology procurement and implementation oversight
- Conduct contract analysis to reduce the complexity of products, licensing options, and licensing costs.
- Review shop drawings and submittal, including clarifications, RFIs, record drawings, and final documentation.
- Organize and supervise a seamless integration with existing support and ITIL-based incident, request, and change processes.
- Project management services to transition the department and agencies from analog voice to VoIP and UC services, including training by departments
- Running and attending progress, coordination, and integration meetings as needed for the project's duration.

Phase four: decommissioning of Centrex
- Oversee the decommissioning of the Centrex system, including all peripherals and circuits.

Budget Impact

The proposal from Trien & Associates was the lowest cost proposal at $52,000. This project is not currently funded. General Fund reserves would need to be appropriated through a budget amendment after the contract is awarded.

Citizen Impact

A reliable phone system is critical for staff to effectively provide services to City residents, businesses, and visitors.

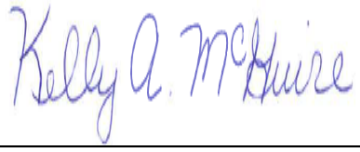
Recommendation

Staff recommends the City Commission approve the award of contract RFP 2023-18 Telecommunication evaluation and upgrade services and related service activities to Trien & Associates, Inc. in the amount of $52,000.

Attachments:

1. 23-79 Telecommunications consulting-Trien & Assoc (P23-0062G)
2. Trien & Assoc agreement
3. RFP 2023-18 evaluation summary

Approvals:



Kelly McGuire, Finance Director — Date: April 04, 2023



Claire Whitley, Assistant City Manager — Date: April 11, 2023



Joyce Shanahan, City Manager — Date: April 12, 2023

RESOLUTION NO. 2023-79

A RESOLUTION ACCEPTING THE PROPOSAL OF TRIEN & ASSOCIATES, INC. REGARDING TELECOMMUNICATION EVALUATION AND UPGRADE SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for telecommunication evaluation and upgrade services (the Project) (City RFP No. 2023-18), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the two (2) proposals received and determined that the most advantageous proposal for the City, taking into consideration each firm's qualifications, relevant project experience, price and project schedule, is the proposal submitted by Trien & Associates, Inc. to provide telecommunication evaluation and upgrade services in the amount of $52,000.00 (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Trien & Associates, Inc. and execute an agreement for the Project, now therefore,

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

SECTION ONE. The proposal of Trien & Associates, Inc. to provide telecommunication evaluation and upgrade services for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforedescribed Project shall be deemed rejected upon the execution of an agreement with Trien & Associates, Inc.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Trien & Associates, Inc. for the Project in an amount of $52,000.00, and to pay the cost thereof from the General Fund through a budget amendment.

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

APPROVED AND AUTHENTICATED this 18th day of April, 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 **Trien & Associates, Inc.** ("Contractor"), 12540 S.W. 15th Manor, Davie, FL 33325, 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 Request for Proposal (RFP #2023-18, "Telecommunication Evaluation and Upgrade Services") attached hereto as Exhibit "A", and the Proposal dated March 10, 2023 attached hereto as Exhibit "B" are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. It shall remain in effect for the duration of the project which is estimated to be six months from notice to proceed.

3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. 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.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.

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 exhibits 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	**Trien & Associates, Inc.**
Joyce Shanahan, City Manager	Ari Reingowsky, President
(copy to City Attorney)	12540 S.W. 15th Manor
22 South Beach Street	Davie, FL 33325
Ormond Beach, FL 32174	

10. **Sovereign Immunity**. The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

11. **Venue**. The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions**. No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability**. If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.

14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.

15. **Indemnification**. The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials,

both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

17. **Contractor's Insurance**. The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability**

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

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

(a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

(b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

(c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.

(d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

(e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs**. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to

any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **Compliance With Florida Public Records Law**. Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

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

Ref: Fla. Stat. §119.0701(2016)

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

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

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: _____
BILL PARTINGTON
Mayor

Print Name: _____

_____

By: _____
JOYCE SHANAHAN
City Manager

Print Name: _____

DATED this _____ day of _____, 2023.

Witnesses:

TRIEN & ASSOCIATES, INC.

_____

Print Name: _____

By: _____

Print Name: _____

Title: _____

_____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Telecommunication Evaluation and upgrade services**
RFP NUMBER: **2023-18**
RFP DUE DATE & TIME: **Tuesday, March 14, 2023 at 2:30 PM**
RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING: **Tuesday, February 28, 2023 at 3:00 PM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: Trien & Associates, Inc.

PROPOSER'S MAILING ADDRESS: 12540 SW 15 Manor

CITY-STATE-ZIP: Davie, Florida, 33325

F.E.I.N.: 65-1058559

PHONE NUMBER: 954-455-7000

EMAIL: ari.reingowsky@trien. net (please cc: controller@trien.net)

If returning as a "No Proposal", please state reason (s):

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP RESPONSE FORM

The undersigned SUBMITTER agrees, if this Proposal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposals (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER has examined all of the RFP Documents and of the following Addenda, receipt of which is hereby acknowledged.:

Addendum Date	Addendum Number
2/21/2023	Addendum #1 RFP 2023-18
3/3/2023	Addendum #2 RFP 2023-18

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

FIRM NAME: Trien & Associates, Inc.

FIRM'S PROFESSIONAL LICENSE NUMBER: RCDD 203561

SUBMITTER'S NAME: Arkady (Ari) Reingowsky
(Typed or Printed)

TITLE: President

AUTHORIZED SIGNATURE: I, _____ hereby declare that I have read and fully understand the RFP Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

OMISSION OF A SIGNATURE ON THIS PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

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 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 Bids or Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS/PUBLIC RECORDS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP/RFQ: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP/RFQ's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF RFP: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Proposals shall be opened at the time, date and place specified in the RFP, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

RFP TABULATION: Any Proposer wishing to receive a copy of the RFP tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFP tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the City's Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. 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.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals 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.

ASSIGNMENT: Any purchase order or contract issued pursuant to an RFP and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

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.

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 Proposals or waive any minor irregularity or technicality in the Proposals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.
(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
https://www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.

B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.

C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.

D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.

E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.

F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida, is requesting proposals and intends to select a qualified firm or individuals interested in the evaluation of the City's existing Central telephone exchange system (Centrex), selection of appropriate replacement technology, oversight for the implementation of the selected technology, and discontinuance of the Centrex system.

Professional Qualifications: Any firm or individual, having demonstrable professional experience in telecommunication evaluation and implementation, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCOPE OF SERVICES

The City of Ormond Beach is seeking a Consultant to evaluate and develop a scope of work for the procurement, selection and installation of a citywide telephone system upgrade or replacement solution.
This Consultant along with IT will be working with the City Department and its agencies to develop a City of Ormond Beach VoIP and UC strategy that will address technology changes in telephony, communication and collaboration services. Establishing a VoIP and Unified Communication roadmap that will assist the City of Ormond Beach government to maintain viable communication tools and control costs.

The VoIP and Unified Communications Enterprise Strategy has five main business goals:

1. Technology Upgrade: The need to replace legacy phone technologies and contracts.
2. Increase Productivity: The need to realize gains made through communication integration.
3. Decommissioning the old Centrex System
4. Define and Organize Training by Department on the new VoIP and UC system
5. Maintain Financial Neutrality: The need to maintain costs at or below current investment rates for telephony services.

The Following minimum tasks shall be associated with this project:

Evaluation of Existing System

- The evaluation of the existing system shall include a complete review of the current Telecommunications Voice network
- Define the existing deficiencies from network infrastructure, overall information technology, and business unit viewpoint, including points of failure and redundancy options
- Outlining of industry best practices
- Gap analysis, quantifying and qualifying opportunities
- All telecommunication rooms will be documented in MS Visio, or other appropriate format, along with the network components and call flow patterns

Technology Selection

- Determine scalability and 10+ year lifespan requirements of voice network
- Assess current voice network to achieve cost effective solutions inclusive of maintenance
- Recommend voice network design to reach the goal of providing global VoIP
- Estimate timelines to deploy each proposed voice network design
- Cost analysis of each voice network design options, including associated annual maintenance costs
- Provide a list of Value-added resellers (VARs) that can implement the designed/proposed system.

- Detailed pro/con analysis of each design option.
- Managed services for VoIP and UC deployments including hosted, UC as a service, hybrid and on-premise solutions. A hybrid solution will be the desired goal.
- Prepare formal Request for Proposals (RFP) based on the above evaluation and technology selection.
- Assist the City in evaluation of the RFP for technology implementation.

Technology Procurement and Implementation oversight

- Contract analysis reducing complexity of products, licensing options and licensing costs.
- Shop drawing and submittal reviews, including clarifications, RFIs, record drawings and final documentation.
- Seamless integration with existing support and ITIL based incident, request and change processes.
- Project management services to transition the department and agencies from analog voice to VoIP and UC services including Training by department
- Running and Attending progress, coordination, Integration meetings as needed for the duration of the project.

Decommissioning of Centrex

- Decommissioning of the Centrex system including any and all peripherals and circuits as identified in the initial evaluation.

SCHEDULE OF PROPOSAL

February 12, 2023	Advertisement
February 28, 2023 at 3:00 PM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
March 14, 2023, 2:30 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 101, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
March 15 - 21, 2023	Proposal Rankings
April 18, 2023	City Commission Approval of contracts.

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. One unbound copy which includes the following information:

    a. Letter of interest.
    b. Proposer Acknowledgement form & RFP Response form (2 Pages), completed.
    c. Overview description of the firm and its ability to provide the professional services being applied for.
    d. Provide list of current continuing contracts and contact information for each.
    e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
    f. Copy of firm's current Florida Professional License renewal.
    g. Copy of firm's certificate of insurance.
    h. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
    i. Completed Drug-Free Workplace Certification
    j. Verification of employment status using E-Verify Form

2. Completed one Standard Form (SF) 330. The following changes to the standard form shall be incorporated for this submittal.
    a. **Part I, Section E. Resumes** – Limit resumes for each individual to 1 page and provide a maximum of 5 Relevant Projects.
    b. **Part I, Section F. Example Projects** – Present a maximum of 5 projects.
    c. **Part II item 11a**- where requested to provide revenues for Federal Work, submitter shall provide revenues for Municipal contract work.

GENERAL INSTRUCTIONS

- Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

    Rob Hart
    Purchasing Coordinator
    22 South Beach Street
    Ormond Beach, Florida 32174
    Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

    The last day to submit questions is March 7, 2021 at 5:00pm.

- Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

- Proposal Delivery: Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than March 14, 2023, 2:30 PM. Submit proposals to the Purchasing Coordinator, Room 101, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFP title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.

- Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is

necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

- Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF FIRM

Evaluation Criteria: Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:
General (10 points)
Qualifications of the Firm (30 points)
Relevant Project Experience (25 points)
Price (20 points)
Project Schedule (15 points)

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFP for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than two of the most qualified proposers based on rankings to be considered for continuing contracts. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

TERM OF AGREEMENT

The contract shall be for the duration of this project.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.
The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.

- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;

- Limit and/or determine the actual contract services to be included in a contract.

- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.

- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's Proposals.

Risk Management and Insurance Requirements

A. 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.

B. 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 form the amount due the Contractor for the work covered by the Contract.

C. 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.

j.

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.

Trien & Associates, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Arkady (Ari) Reingold
NAME

President
TITLE

3/10/2023
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION STATEMENT

1.

[X] 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.

[X] 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.

Trien & Associates, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Arkady (Ari) Reingowsky

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

3/2/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" PROPOSALS: 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 proposal 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 proposals 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.

Arkady Reingovsky
Name

Signature

President
Title

Exhibit "B"

Response to

RFP: Telecommunication Evaluation and upgrade services
RFP NUMBER: 2023-18
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

* * *

Trien & Associates, Inc. Proposal No. 20230310

954-455-7000
www.trien.net

March 10, 2023

Trien & Associates Letter of Interest

March 10, 2023

Purchasing Coordinator
City of Ormond Beach
Room 101, City Hall
22 South Beach Street
Ormond Beach, FL 32174

Dear Coordinator:

Trien & Associates, Inc. is pleased to respond to the City of Ormond Beach Request for Proposal (RFP) for Telecommunications Evaluation and Upgrade Services. We understand the importance of this project to the City of Ormond Beach. Furthermore, while this represents a significant opportunity for the City to achieve tangible and significant cost savings, it also addresses the pertinent practices, operations, organizational call-flows, and technologies to maximize benefits and sustain long-term value for the City of Ormond Beach.

Our consultants have extensive experience in all areas of telecommunications technology. Trien & Associates has worked with multiple clients on dozens of similar projects. Trien & Associates' long track record of helping clients improve and optimize their telecommunications systems often results in significant cost savings through advanced analysis, precise RFP process, and customized implementation.

We will design the City's Telecom Platform for scalability for the next 10+ years while providing the City with a modern, feature-rich VoIP system, including E911, regardless of the manufacturer selected since we are independent/vendor agnostic consultants acting as our clients' Owner's Rep (See next page).

Throughout many years of serving clients on related projects, we are always very flexible to align our scope and level of involvement with client needs and budgets. We welcome the opportunity to engage in direct conversation with your strategic advisors to define a solution to help you maximize the success of this vital initiative.

While our clientele is not primarily City government, our perspective on best practices and the experience of our team members includes experience across several industries, including Native American entities, hospitality, sports entertainment, and the travel industry, amongst others.

Trien & Associates has a branch office in and our proud citizens of Ormond Beach. We have friends and family that live there and love it there, having a vested interest in the success of this project.

Should you have any questions or require additional clarification on any part of our proposal, please feel free to contact me at the phone number or email address below. We look forward to the next steps as we work with you to maximize the benefits of this initiative.

Sincerely,

Ari Reingowsky, President
954-655-8255 – ari.reingowsky@trien.net

SCTC Bylaws

(Excerpt)

Article IX. - Ethics A. PRIMARY CODE OF ETHICS – All member classes must abide by this Code of Ethics with the exception of the Vendor Advisory Council Members who must abide by the Vendor Advisory Council Code of Ethics outlined below:

1. Every member has the professional responsibility of fair dealing towards the member's clients, past and present, fellow members, and the general public.

2. Every member has the professional responsibility of adhering to generally accepted standards of accuracy, truth and good taste at all times.

3. No member shall represent conflicting or competing interests, nor shall be placed in a position where the member's interest is, or may be in conflict with duty to the client.

4. Each member shall safeguard the confidences of both present and former clients, and shall not accept retainers which may involve the disclosure or use of these confidences to the disadvantage or prejudice of such clients.

5. No member shall intentionally disseminate false or misleading information, and each member is obligated to use as much care as is humanly possible to avoid dissemination of false or misleading information.

6. No member shall intentionally injure the professional reputation or practice of another member. However, if a member has evidence that another member has been guilty of unethical, illegal or unfair practices, including practices in violation of this Code, the member is obligated to present the information to the proper authorities of the Society for action in accordance with the procedure set forth in the bylaws.

7. No member shall accept fees, commissions, or any other valuable consideration in connection with those services from anyone other than the member's client.

8. Each member shall, prior to the commencement of the services to be performed, make the client fully aware of the fee structure, and all associated costs.

9. No member should be in conflict by retaining an ownership or partnership interest in, or be an employee of, any company selling or leasing telecommunications products or transmission services.

10. A member shall, as soon as possible, sever the relationship with any organization when the member knows or should know that continuing the relationship would require the member to conduct himself contrary to the good conduct principles of this Code.

City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Telecommunication Evaluation and upgrade services**
RFP NUMBER: **2023-18**
RFP DUE DATE & TIME: **Tuesday, March 14, 2023 at 2:30 PM**
RFP OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING: **Tuesday, February 28, 2023 at 3:00 PM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: Trien & Associates, Inc.

PROPOSER'S MAILING ADDRESS: 12540 SW 15 Manor

CITY-STATE-ZIP: Davie, Florida, 33325

F.E.I.N.: 65-1058559

PHONE NUMBER: 954-455-7000

EMAIL: ari.reingowsky@trien. net (please cc: controller@trien.net)

If returning as a "No Proposal", please state reason (s):

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP RESPONSE FORM

The undersigned SUBMITTER agrees, if this Proposal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposals (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER has examined all of the RFP Documents and of the following Addenda, receipt of which is hereby acknowledged.:

Addendum Date	Addendum Number
2/21/2023	Addendum #1 RFP 2023-18
3/3/2023	Addendum #2 RFP 2023-18

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

FIRM NAME: Trien & Associates, Inc.

FIRM'S PROFESSIONAL LICENSE NUMBER: RCDD 203561

SUBMITTER'S NAME: Arkady (Ari) Reingowsky
(Typed or Printed)

TITLE: President

AUTHORIZED SIGNATURE: I, _____
hereby declare that I have read and fully understand the RFP Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

OMISSION OF A SIGNATURE ON THIS PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Trien & Associates, Inc. Company Overview

Kindly refer to our Letter of Interest

Trien & Associates, Inc. is one of the nation's most respected independent technology-consulting firms. Since its inception in 1967, Trien & Associates has improved clients' telecommunications effectiveness and reduced the associated expenses by hundreds of millions of dollars. Nevertheless, none of these cost reductions has sacrificed the efficiency or adequacy of any of the recommended systems.

Independent Consultants: Our consultants are active "Society of Communications Technology Consultants International" members. As Independent Consultants, we are not affiliated with any vendor, manufacturer, or service provider. We do not favor any particular manufacturer, vendor, carrier, or service provider. Instead, we recommend systems and services that best meet our client's requirements. We have Project-Managed the implementation of premise and cloud-based Voice over IP (VoIP) phone systems, Converged Communications, Contact Center systems, IVR, audio and video teleconferencing, and software supplied by various companies.

Over the years, we have conducted projects for numerous companies in various industries. A few are listed below.

City of Ormond Beach Project: We have carefully read the Scope of Work described in the City of Ormond RFP Number 20213 18. All the tasks and methodologies outlined in the RFP represent many of our projects. Thus, we are confident that if we are granted the project, we will amply fulfill the five goals while following the various Project Phases, satisfying the Minimum Tasks and beyond.



March 10, 2023

Purchasing Coordinator
City of Ormond Beach
Room 101, City Hall
22 South Beach Street
Ormond Beach, FL 32174

RE: Provide list of current continuing contracts and contact information for each.

Dear Coordinator:

Trien & Associates is currently providing telecommunications services to several companies, including the ones described below.

NASCAR LLC

Trien & Assoc. has been working for NASCAR (formerly ISC Corp) since 2000, when ISC hired us to be the onsite telecommunications resource for their racetracks in the United States. Given Trien & Assoc's multi-facet expertise in the telecommunications technology industry, we are now supporting the following projects.

- Event Support – Onsite at every race at all tracks
- Contact Center Support – For their Contact CTr at HQ in Daytona FL
- Nationwide Wi-Fi Network implementation supervision
- Telecommunications Specialist – Managing all aspects of Vendor transactions, from ordering, and implementation to payment processing

Contact: Craig Neeb, EVP, Chief Development Officer at NASCAR : 386-681-4120

* * *

Seminole Hard Rock Support Services (SHRSS) (formerly Seminole Gaming)

Since 2003 we have supported the SSHRSS as an adjunct onsite resource to Staff Augmentation their IT department

- 24/7/360 availability for any/all carrier issues
- Carrier/Vendor Management
- IP PBX activities
- Nice inContact CallCenter

Contact: Alain Baron, Systems Engineer - IT Telecom/Data, 954.488.7839

Scheck-Hillel Community School

Trien & Associates has been providing telecommunications services to the School since 2018. Our projects include:

- Comprehensive telco System Review, Audit, Recommendations, and Implementation, while adjusting to current budgets
- Telco Carrier Migration from Windstream to AT&T IP-Flex
- Wireless cost redution
- Currently working on
    - The modernization and upgrade of their telecom network
    - Audio-Visual Overhead Paging and Music Design Services

Contact: Joshua Bierman Director of IT: 305.931.2831 x305

* * *

Seminole Hard Rock Properties

Trien & Associates works for Seminole Hard Rock, designing and implementing telecommunications for existing and new locations, including:

- Tampa and Hollywood Hard Rock Hotel and Casino (including the Guitar)
- Brighton Casino, Cincinnatti Hard Rock, Sacramento Hard Rock, New York Hard Rock Hotel, Northern Indiana Hard Rock, and several other cities
- The latest is the telecommunications migration of the Mirage in Vegas to the Hard Rock Network. The next project is the new Hard Rock Las Vegas Guitar

- Contact: Des Quan, VP - New Property Technology, SHRSS, 954.585.5601

Sincerely,

Ari Reingowsky, President
954-655-8255 – ari.reingowsky@trien.net

e.

March 10, 2023

Purchasing Coordinator

City of Ormond Beach Room 101, City Hall

22 South Beach Street

Ormond Beach, FL 32174

To the City of Ormond Beach:

While Trien & Associates utilizes the services of Minority Businesses for several of our projects, Trien & Associates is not currently certified as a Florida Small and Minority Business.

Respectfully,

Arkady Reingowsky

f.



Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Ari Reingowsky

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 203561
Registration Start Date: 01-01-2022
Registration End Date: 12-31-2024

Todd W. Taylor, RCDD, NTS, OSP
BICSI President

Bicsi RCDD
Since
11-21-2009

John H. Danials, CNM, FACHE, FHIMSS
BICSI Executive Director & Chief Executive Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valley Forge Insurance Brokerage
One Bala Plaza, Suite 100
Bala Cynwyd, Pa 19004

CONTACT NAME: Shamora Lowe
PHONE (A/C, No, Ext): 610-538-2212 FAX (A/C, No):
E-MAIL ADDRESS: shamora.lowe@vfib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Ins Co	29424
INSURER B : Technology Insurance Company	39071
INSURER C : Philadelphia Indemnity Insurance Co.	18058
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Trien & Associates, Inc.
1591 Breakwater Ter
Hollywood, FL 33019

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			39 SBM BN1984	11/3/2022	11/3/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			39 SBM BN1984	11/3/2022	11/3/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $10,000			39 SBM BN1984	11/3/2022	11/3/2023	EACH OCCURRENCE AGGREGATE 	$ $2,000,000 $ $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4145612	9/18/2022	9/18/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			PHSD1661462	11/3/2022	11/3/2023	Limit Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Evidence of Coverage

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Shamora Lowe

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THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION STATEMENT

1.

[X] 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.

[X] 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.

Trien & Associates, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Arkady (Ari) Reingowsky

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

3/2/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

i.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" PROPOSALS: 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 proposal 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 proposals 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.

Arkady Reingowsky
Name

Signature

President
Title

j.

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.

Trien & Associates, Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Arkady (Ari) reingowsky
NAME

President
TITLE

3/10/2023
DATE

Trien & Associates Proposal No. 20230310

Trien & Associates, Inc. (T&A) appreciates the opportunity to present this proposal to the City of Ormond Beach to evaluate and develop a scope of work for procuring, selecting, and installing a citywide telephone system upgrade or replacement solution

Project Overview

T&A consultants will work with the City's IT department and City Agencies to develop a City of Ormond Beach VoIP and UC strategy to address technology changes in telephony, communication, and collaboration services.

The project's structure will incorporate the following:

- City's goal of establishing a VoIP and Unified Communication roadmap that will assist the City of Ormond Beach government in maintaining viable communication tools and controlling costs.
- For the VoIP/UC strategy to cover the following business goals
    1. Technology Upgrade: The need to replace legacy phone technologies and contracts.
    2. Increase Productivity: The need to realize gains made through communication integration.
    3. Decommissioning the old Centrex System. Cost Savings and Obsolescence
    4. Define and Organize Training by Department on the new VoIP and UC system
    5. Maintain Financial Neutrality: The need to maintain costs at or below current investment rates for telephony services.

Project Statement of Work

To match the City's well-defined project outline, T&A will define the City of Ormond Beach project in four Phases

Phase One: Evaluation of Existing System

- The evaluation of the existing system shall include a complete review of the current Telecommunications Voice network
- Define the existing deficiencies from network infrastructure, overall information technology, and business unit viewpoint, including points of failure and redundancy options
- Outlining of industry best practices
- Gap analysis, quantifying and qualifying opportunities
- All telecommunication rooms will be documented in MS Visio, along with the network components and call flow patterns

Phase 2: Technology Selection

- Determine scalability and 10+ year lifespan requirements of voice network
- Assess the current voice network to achieve cost-effective solutions, including maintenance
- Recommend voice network design to reach the goal of providing global VoIP
- Estimate timelines to deploy each proposed voice network design

- Cost analysis of each voice network design option, including associated annual maintenance costs
- Provide a list of Value-added resellers (VARs) that can implement the designed/proposed system.
- Outline detailed pro/con analysis of each design option.
- Managed services for VoIP and UC deployments. Including hosted UC as a service, hybrid, and on-premise solutions.
- Prepare formal Request for Proposals (RFP) based on the above evaluation and technology selection.
- Assist the City in the evaluation of the RFP for technology implementation.

Phase 3: Technology Procurement and Implementation oversight

- T&A will conduct contract analysis to reduce the complexity of products, licensing options, and licensing costs.
- **Review** shop drawings and submittal, including clarifications, RFIs, record drawings, and final documentation.
- **Organize and supervise a** seamless integration with existing support and ITIL-based incident, request, and change processes.
- Project management services to transition the department and agencies from analog voice to VoIP and UC services, including Training by department
- Running and attending progress, coordination, and integration meetings as needed for the project's duration.

Phase 4: Decommissioning of Centrex

- As identified in the initial evaluation, T&A will oversee the decommissioning of the Centrex system, including all peripherals and circuits.

Project Fees

Per the guidance obtained during the onsite meeting on February 28, Trien & Associates' fees for the entire project defined in the RFP will be $52,000.00, plus expenses at cost (If any).

Customarily, we invoice (Net 10) after each project phase. However, we can address other terms at the City's request.

Respectfully Submitted,

Ari Reingowsky, President

Arkady "Ari" Reingowsky, RCDD

12540 SW 15 Manor, Davie, FL 33325

Ari.Reingowsky@Trien.net

(954) 557-9016

PROFESSIONAL PROFILE

Well-seasoned Independent Consultant with over 17 years of professional project management experience in multi-million dollar international resort/hotel/gaming operations, cruise lines and Governmental Agencies.

Can clearly define project objectives and initiate, plan, execute and control projects to a successful conclusion utilizing knowledge and experience in project integration, scope, time, cost, quality, human resources, communication and risk management areas.

Organized and disciplined approach to planning and execution processes defining the project, identifying departments required to put plan into effect and determining skills and expertise needed, ascertaining company resources and outsourcing wherever necessary.

Can consistently measure progress. Analyze results with regard to schedules, cost/budget, technical progress, and quality of work. Direct implementation of corrective action as necessary to keep project on target.

Provide broad expertise in all aspects of business telecommunications such as Phone systems & services, VoIP Telephony, Unified Communications, Contact Center systems, Video, Wireless, Mobile, Strategic Planning, Technology Roadmaps, etc.

Design low-voltage cabling infrastructure & data networks and conduct beneficial voice/data billing audits and expense management.

Implement recommendations of these various systems and services to client's satisfaction. Our clients' IT and Telecom personnel receive the support and expertise they need from our highly specialized technology professional.

CAPABILITIES

- Possess profitable blend of technical, human and conceptual skills.
- Able to manage multiple resources, whether direct reports/client representatives, subcontractors, other consultants or vendors.
- Demonstrate creativity, adaptability, and resourcefulness, exhibiting a talent for team building and initiating constructive change.
- Able to deliver consistent, superior quality results and to troubleshoot and effectively solve problems at every stage. Excellent attention to detail.
- Able to ensure projects have realistic, integrated plans, scheduled deliverables and results.
- Organize, plan, authorize, monitor and control project resources, tying together all cost, schedules and technical aspects of the project.
- Estimate costs and budget the project.
- Create Project Flow Charts, Master Schedules and various detailed Task Schedules, Time Lines for control purposes and monitoring progress.
- Take management action to bring actual performance in line with plan expectation
- Overcome obstacles and solve problems utilizing recognized systematic methods and techniques.

Arkady "Ari" Reingowsky, RCDD

- Hold Registered Communications Distribution Designer (RCDD) from the Building Industry Consulting Services International (BICSI) Standards
- Ari is an active consultant member of the Society of Communications Technology Consultants (SCTC)

EXPERIENCE:

Trien & Associates, Inc. 2000 - Present

President

Responsible for management, budgeting, purchasing, implementation and deployment of all facets of consulting for voice/data/surveillance/A/V communications within our consulting firm.

SIGNIFICANT PROJECTS

Kerzner International (Parent Company of Atlantis in the Bahamas) Assisted in the low voltage design/cabling and the network infrastructure for 3000 room resort, 50,000 sq. ft. casino, 38 restaurants, 50 retail stores, 63 slip marina, and 400 key Timeshare, at the Atlantis Development as well as high profile "One and Only" brand of "boutique" resorts on Paradise Island, Bahamas, Mexico, and other Kerzner International North American remote sites throughout the world. Phase III included:

- 600 All Suite Guest Room 21 story Tower.
- 500 Guest Room 21-story joint venture Condotel.
- Associated F&B and Retail outlets and all BOH departments.
- Relocation and build out of Paradise Island IT department and build out of new 2k sq.ft. Data Center.

International Speedway Corporation (ISC) – Project Manage "Event Support" for 25 Racing venues annual throughout the 12 motor speedways owned by this parent company of NASCAR. Event Support includes:

- Managing various utility companies for on-time installations prior to the Event itself
- Managing customer experience from a technology viewpoint during these 200,000+ seating venues such the Daytona 500

Seminole Tribe of Florida (STOF) Government – assisted in the development of an RFP document allowing for procurement assistance for a new Wide Area Network spanning 2000+ users across the Tribe's various Florida-based Reservations

Ken Page Auto Group – assisted in the development of an RFP document allowing for procurement assistance for a new Wide Area Network spanning 1000+ users across Florida and Georgia

Ritz Carlton Reserve, Dorado Puerto Rico – Assisted in the low voltage design/cabling and the network infrastructure for 300 room "ultra luxury" resort, implemented IPTV in lieu of traditional coaxial – based system, project managed the Audio Visual and CCTV/Surveillance components of this project as well

EDUCATION

University of Florida, Gainesville, Florida – BS Business Administration 1999

BICSI, Tampa, Florida – RCDD No.203561 2009 to Date

JOHN C. BLAKLEY

6247 TALON PRESERVE DR, NOKOMIS, FL 34275 • 305-934-1992

EMPLOYMENT HISTORY

TRIEN & ASSOCIATES, INC. – Hollywood, Florida (1996-Present)
Vice President / Senior Consultant

EXPERT SOFTWARE, INC. - Coral Gables, Florida
Manager, Information Technology (1993-1996)
Macintosh Product Development Manager (1992-1993)

DOHAN / SIMON / COMPANY, CPA'S - Miami, Florida (1989-1992)
Systems Manager / Office Administrator

LEXOW BRACKINS & KOFFLER, CPA'S - Hollywood, Florida (1981-1988)
Systems Manager / Office Administrator

TRIEN & ASSOCIATES, INC. - DETAIL

Assessment and Project Management – Assessment of Corporate & Departmental requirements to develop Telecommunications Roadmaps and viable solutions to accomplish business objectives. Evaluated, planned, designed and coordinated the implementation of a wide variety of telecommunications solutions for companies, either through upgrading or replacing their systems or by transitioning into new Premise-based or Cloud/Hosted systems. These projects encompassed initial needs assessments, RFP's for new equipment & services and implementation of the systems, while others involved stepping in and assuming project management of an on-going project.

Contact Centers – Design, implement and administer multi-location domestic and International Contact Centers involving a variety of applications from multiple vendors such as RingCentral, 8x8, Nice, Avaya/Nortel, Cisco, Mitel, NEC, and others. Have administered systems for several large call/contact centers for periods ranging 8-24 months. These engagements included call flow design, programming and maintenance, and voice network management. Worked closely with Contact Center Management to develop, implement, and manage strategies to improve call handling and other metrics while reducing costs.

Experience with the review, recommendation, design and implementation of advanced adjunct systems. These include Omni-channel solutions for Web Chat, Email and Outbound communications; Voice Response (IVR) and voice portal systems including natural language speech self-service applications; Call recording/quality monitoring/Speech Analytics; Workforce Management (WFM) systems; CTI and API integrations for screen pop and Intelligent Routing delivery to agents.

Telecommunications Management – Telecommunications expense management (TEM) for various clients. Includes the organization and maintenance of various databases containing corporate locations & cost centers; a complete inventory of lines, circuits & numbers; and contract information. Actively monitor invoices and identify / correct billing discrepancies. Work interactively with client staff to improve their application knowledge to derive the maximum benefit from the information in the TEM databases.

Manage telecommunications administration for companies on an outsource basis. This includes administration of phones, Contact Center management and other systems; planning and preparation for business continuity/disaster recovery; placing orders for new service and repair; trunking and capacity analysis; perform security analyses and utilize call accounting packages to minimize exposure to toll fraud.

Other skills include the implementation of UCaaS unified communication technologies such as mobile phone integration and remote worker solutions, installation and coordination of audio and video conferencing/collaboration solutions, coordination of network deployments to new locations, consolidation of services in connection with company mergers and acquisitions, and developing and administering wireless plans.

EXPERT SOFTWARE - COMPUTER AND COMMUNICATIONS EXPERIENCE

Telecommunications Systems - Responsible for the system administration & management of Northern Telecom Option 51 with Meridian Mail and ACD.

Network Communication Systems - Multi-server Novell network supporting 250 users. Implemented Wide Area Network.

Mid-range Corporate Information Systems - HP mid-range Unix systems and Oracle Database with Oracle Financials and Manufacturing applications. Served as Oracle DBA and Oracle Applications system administrator, including managing the Electronic Data Interchange (EDI) process.

Computer Systems - Coordinated purchase, installation & support of multi-media PC and Macintosh systems, including support for full range of office applications.

Society of Communications Technology Consultants International (SCTC) Member – Membership requires adherence to strict professional standards, a rigorous code of ethics and consulting independence.

EDUCATION

Master of Science, Educational Administration, 1979
University of Miami - Coral Gables, Florida

Bachelor of Science, Computer Science, 1977
University of Miami - Coral Gables, Florida

CARMELO CAPPUZZELLO

4224 N Dixie Hwy Unit 86 • Oakland Park, Florida 33334 Home 954-415-8490 • email: carmelo.cappuzzello@trien.net

SUMMARY OF QUALIFICATIONS

Carmelo is an active Society of Communications Technology Consultants International (Independent Consultants) member. He currently provides Telecom/IT Project Management for Telecommunications, Networks, SIP deployments, and upgrades. Additionally, as a trusted advisor, he holds positions as staff augmentation for several Trien & Associates clients, including Seminole Tribe of Florida, Seminole Hard Rock Support Services, Hard Rock International, and NASCAR. Carmelo's technical and industry knowledge and understanding of our client's business drivers and internal processes related to procurement, contracts, and IT acquisitions help organizations to effectively acquire, deploy, and consume IT/Telecom products and services.

PROFESSIONAL EXPERIENCE

Trien & Associates, Inc. (2019-Present)

Vice President/Senior Consultant

- Provides clients with services including Project Management, Vendor Coordination and Management, Business and IT needs analysis, RFP development for IT solutions, Billing Analysis, and Carrier Cost Optimization.

CenturyLink (2011-2019)

Account Director

- Work with assigned clients to identify and deploy the appropriate technology solutions to address and solve business issues. The client base includes Tribal Nations, Government, and Education throughout the South Florida market.
- Provide customers with end-to-end solutions, including Networking, Colocation, Cloud, Hosted VoIP, Managed Services, DDoS Protection and Mitigation, and Security and IT Consulting Services.
- Successes include various projects with the Seminole Tribe of Florida (Government and Gaming), Nova Southeastern University, South Florida State College, Desoto Memorial Hospital, Okeechobee Schools, and North Collier Fire Control and Rescue.

HYPOWER – Renewable Energy Division (2010-2011)

Sales Manager

- Responsible for developing and growing the Renewable Energy Division within Hypower, Inc. by identifying and pursuing Solar Photovoltaic (PV) opportunities in New Jersey and other surrounding states.
- Position Hypower as the preferred EPC (Engineer-Procure-Construct) Contractor with Solar Developers.

PASSUR AEROSPACE (2007-2009)

Regional Sales Director

- Build and maintain new & existing customer relationships in the southeast region by understanding the customer's business and aviation information needs, identifying new business opportunities, and positioning PASSUR products and services to customer requirements.
- Present/demonstrate PASSUR solutions for both technical and executive audiences ranging from end users to senior executives.

PASSUR AEROSPACE (2007-2009)...continued

- Successes include Savannah-Hilton Head International Airport, Hartsfield-Jackson Atlanta International Airport, and numerous Fixed Base Operators.

TRANSNORM (2006 – 2007)

Director of Business Development

- Responsible for developing new and expanding existing accounts within the Distribution and Airport markets by working directly with customers or supporting the channel sales representatives.

SIEMENS ONE (2001 – 2006)

Regional Business Development Manager

- Responsible for working with the Siemens Operating Companies (SOCs) to identify, develop and drive business within the aviation market. Lead numerous sales teams supported by various Siemens Companies; responsibilities included identification of targets, development, and execution of strategic business plans, forecasting, reporting, and budget control.
- Notable successes include Miami International Airport, Hartsfield-Jackson Atlanta International, Boston Logan Airport, SW Florida International Airport, and Orlando International Airport. Carmelo was a Member of the core sales team that worked with Boeing to successfully win the Transportation Security Administration (TSA) contract in 2002, resulting in 250M of new business. Incremental business results from 2001-2006 exceeded 150M.

SIEMENS COMMUNICATIONS (1993-2001)

Strategic Account Manager

- Carmelo held Direct sales responsibility for the Public Sector Market in South Florida. Customers included Miami-Dade County, Miami-Dade Community College, Lee County Government, and Edison Community College. Responsible for selling voice and data networking solutions to existing customers and new businesses.
- Key account successes include the Miami-Dade County (MDC) Administrative Office of the Courts, MDC Government Center, MDC Medical Examiner, Jackson Memorial Hospital, Lee County Emergency Operations Center, and Miami-Dade Community College (seven locations). In addition, Carmelo consistently met or exceeded assigned goals and objectives.

SIEMENS COMMUNICATIONS (1984-1993)

Sales Engineer/Technical Assistant Center Engineer

- Carmelo's technology career began with ROLM (acquired by IBM and then Siemens) as a Technical Assistant Center Engineer responsible for nationwide product (hardware and software) support of the ROLM PBX.

Project Sample No. 1: Preliminary Discovery

Trien analizes exisiting telco service in depth in preparation for project next steps

From: Glover, Judy
Sent: Thursday, REDACTED 11:49:59 AM
To: Ari Reingowsky <ari.reingowsky@trien.net>; Philip Reingowsky <philip.reingowsky@trien.net>;
Cc: REDACTED
Subject: Circuits at Talladega

All,
As per our meeting this morning regarding the circuits billing at REDACTED, attached is a list of all circuits billing at this location.

Please note the following:

- The list includes USOC and description of USOC along with quantity and pricing.
- The list includes remarks from AT&T Customer Service Records.
- The data is from June but hasn't changed to my knowledge (none were added or disconnected).
- Many of the circuits are mileage for tie lines between buildings and only bill $0.57 per circuit per month.
- Others described as IntraLATA private line voice grade circuits are $15.00 per circuit.
- I have highlighted the circuits that are the most expensive.
- When we had AT&T go out and try and tag them they couldn't find these but found out circuits that we are not billed for.

Please review and let me know if there are questions.

Thanks for the help!

Judy Glover

Universal Service Order Codes (USOCs) & Field Identifiers (FIDs) Overview - V7.0

History Log

Description

Universal Service Order Codes (USOCs) also referred to as Uniform Service Order Codes and Field Identifiers (FIDs) define various network components, interfaces, products and/or services. USOCs and FIDs will allow you to request products/services from CenturyLink™ in the most efficient manner and are used to clearly identify each billable service, to automate billing and for provisioning.

FIDs are also used to identify important attributes of service beyond those described by the USOCs.

USOCs and FIDs are standard coded data elements, developed and owned by Telcordia™ Technologies using COMMON LANGUAGE® Service Information.

Universal Service Order Codes (USOCs)

A USOC can be three or five alphanumeric characters. For example:

69J	Call Forwarding Busy Line - All Calls Unrestricted
69B1X	Call Forwarding Busy Line - In-Only Restricted

USOCs may also be referred to as Line Level USOC and/or Account Level USOCs. These are described as follows:

- Line Level USOCs - USOCs associated with a particular line or circuit. They may represent a line or circuit to which facilities are assigned or they may represent a feature associated with the line, for example:
  - U5R - Unbundled Network Element - Platform (UNE-P) Plain Old Telephone Service (POTS) Line
  - 1FB - Business POTS line, Retail or Resale
  - 1FR - Residence POTS line, Retail or Resale
  - ESM - Call Forwarding Variable
  - MBB - Voice Messaging Mailbox
  - NSD - Caller ID
- Account Level USOCs aka Non Line Level USOCs- USOCs associated with an account, for example:
  - UHR - UNE-P POTS Class of Service
  - PGOCC - Custom Choice Package
  - HYE - Centrex Plus common block

USOC Characteristics

All alphanumeric characters may be used with the following exceptions:

- The numerical number zero (0) is not used
- The alpha letter "I" is not used

Field Identifiers (FIDs)

FIDs further describe specific attributes conveying the parameters necessary to provision the product or service and consists of at least two and a maximum of four alphanumeric characters. Formatting FIDs follow USOCs and will also follow other FIDs as needed. Examples of USOC and FID combinations are as follows:

- 69J/TN NPA-NNN-NNNN (Call Forwarding Busy Line-All Calls Unrestricted on Telephone Number (TN), including the NPA)
- 69J/TN NPA-NNN-NNNN/CFNB NPA-NNN-NNNN (Call Forwarding Busy Line-All Calls Unrestricted on Telephone Number (TN), including the NPA and Call Forwarding Number Busy Line (CFNB) including the telephone number to forward to)

The first two FID characters are always alphabetic, the last two may be alphabetic or numeric. Alphabetic characters cannot appear after a numeric character. Following is an example:

Valid FID Formats	Invalid FID Formats
TN CFW CFNB	T4 T4T 4TN4

SAMPLE DISCOVERY PROJECT

AT&T Circuits billing for REDACTED updated w Remarks

BillingNumber 256-M15-xxxxx

Earning Number	Station Or Circuit No	USOC	USOC Description	Qty	Recurring Amount	Remarks
256M746556	**10.PLPC.502034..SC**	**P2JUX**	**IntraLATA Private Line Voice Grade Local Channel**	**1**	**$ 228.00**	**Operations (was $190)**
256M746556	10.PLPC.502034..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	**Operations**
					$ 243.00	
256M746872	**10.PLPC.501047..SC**	**P2JUX**	**IntraLATA Private Line Voice Grade Local Channel**	**1**	**$ 228.00**	**Infield care center (was $190)**
256M746872	10.PLPC.501047..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$ -	Hall of fame
					$ 228.00	
256M741165	1G.RTPC.8677..SC	1LPJG	Mileage-Pvt Ln Ch, Voice Grade	2	$ 8.52	DES MAINTENANCESHOP
256M741165	1G.RTPC.8677..SC	1LPJY	Mileage-Pvt Ln Ch, Voice Grade	2	$ 4.56	DES CONTROL TOWER
256M741165	1G.RTPC.8677..SC	1LPJY	Mileage-Pvt Ln Ch, Voice Grade	4	$ 9.12	DES HALL OF FAME
256M741165	1G.RTPC.8677..SC	AS32X	Private Ln 2W Channel Facility	2	$ -	DES HALL OF FAME
256M741165	**1G.RTPC.8677..SC**	**BQ9**	**Pvt Line, Voice Grade Bridge**	**5**	**$ 405.00**	DES OLD TICKET OFC FOR MR STALEY ($81 per)
256M741165	1G.RTPC.8677..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$ -	DES OLD TICKET OFC FOR MR STALEY
					$ 427.20	
256M243405	10.OSXX.506814..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$ -	No remarker
256M243405	10.OSXX.506814..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	No remarker
					$ 15.00	
256M273878	10.PLPC.501857..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	From Control Tower to Press Box
256M273878	10.PLPC.501858..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	From Control Tower to Press Box
					$ 30.00	
256M279840	10.PLPC.500482..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$ -	Back Stretch AIDSTA Infield Hosp
256M279840	10.PLPC.500482..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	E1 Bldg Behind Scoring Stand
					$ 15.00	
256M745156	10.PLPC.501849..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$ -	Media Center to press box
256M745156	10.PLPC.501849..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Media Center to press box
					$ 15.00	
256M743969	10.PLPC.500421..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	No remarker - ? Media
256M743969	10.PLPC.500422..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	No remarker - ? Media
256M743969	10.PLPC.500423..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	No remarker - ? Media
256M743969	10.PLPC.500424..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	No remarker - ? Media
					$ 60.00	
256M745809	10.PLPC.33149..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Media Center to press box
					$ 15.00	
256M747626	10.OSXX.506506..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	HOF to Airport Phone room
256M747626	10.PLPC.500414..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Union 76 Ball to control tower
256M747626	10.PLPC.500415..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Union 76 Ball to control tower
256M747626	10.PLPC.500416..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Union 76 Ball to control tower
256M747626	10.PLPC.500417..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Union 76 Ball to control tower
256M747626	10.PLPC.500418..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Control Tower to Scoreboard stand
256M747626	10.PLPC.500419..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Scorboard to Press box
256M747626	10.PLPC.500420..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Press box to Control tower
256M747626	10.PLPC.500428..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Control tower to MRN
256M747626	10.PLPC.500429..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Control tower to MRN
256M747626	10.PLPC.500430..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Control tower to MRN
256M747626	10.PLPC.500431..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$ 15.00	Control tower to MRN

SAMPLE DISCOVERY PROJECT

AT&T Circuits billing for REDACTED updated w Remarks

BillingNumber 256-M15-xxxxx

256M747626	10.PLPC.500432..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500433..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500434..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500435..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500436..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500437..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500438..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500439..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.500442..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Control tower to MRN
256M747626	10.PLPC.502666..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
					$	330.00	
256M748223	10.PLXX.503255..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Media
256M748223	10.PLXX.503256..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Media
256M748223	10.PLXX.503257..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Media
256M748223	10.PLXX.503267..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Media
256M748223	10.PLXX.503268..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Media
256M748223	10.PLXX.503269..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Media
					$	90.00	
256M748223	10.PLPC.501486..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Operations
256M748223	10.PLPC.501487..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Operations
256M748223	10.PLPC.501488..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Operations
256M748223	10.PLPC.501588..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Operations
					$	60.00	
256M273387	10.PLPC.501320..SC	CTG	Private Line Svc, Circuit Term	1	$	-	Americrown ?
256M273387	10.PLPC.501320..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$	-	Americrown ?
256M273387	10.PLPC.501320..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Americrown ?
256M273387	10.PLPC.501321..SC	CTG	Private Line Svc, Circuit Term	1	$	-	Americrown ?
256M273387	10.PLPC.501321..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Americrown ?
					$	30.00	
256M115631	10.OSXX.507062..SC	1LLBM	Mileage-Extension Line	1	$	1.21	Dry Pair 14001
256M115631	10.OSXX.507062..SC	PYCML	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$	-	
					$	1.21	
256M118518	10.OSXX.506888..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Dry Pair 14001
					$	15.00	
256M113455	10.OSXX.506261.1.SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M113455	10.OSXX.506270..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M113455	10.OSXX.506305..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M113455	10.OSXX.506471..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M113455	10.OSXX.506965..SC	1LLBM	Mileage-Extension Line	1	$	1.21	No remarker
256M113455	10.OSXX.506999..SC	1LLBM	Mileage-Extension Line	1	$	1.21	No remarker
256M113455	10.OSXX.507001..SC	1LLBM	Mileage-Extension Line	1	$	1.21	No remarker
256M113455	10.OSXX.507078..SC	1LLBM	Mileage-Extension Line	1	$	1.21	WTDR Radio
256M113455	10.PLPC.502989.2.SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
					$	6.48	
256M207962	10.FVOC.502897..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.2024..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	10	$	5.70	No remarker
256M207962	10.FVPC.500843..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.500844..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.500845..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.500899..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.501256..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.501297..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	10.FVPC.501298..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker

SAMPLE DISCOVERY PROJECT

AT&T Circuits billing for REDACTED updated w Remarks

BillingNumber 256-M15-xxxxx

256M207962	10.FVPC.501299..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501300..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501301..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501302..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501304..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501305..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501306..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501315..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.501593..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	10	$ 5.70	No remarker
256M207962	10.FVPC.501594..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	10	$ 5.70	No remarker
256M207962	10.FVPC.502238..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	10	$ 5.70	No remarker
256M207962	10.FVPC.502493..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	8	$ 4.56	No remarker
256M207962	10.FVPC.502861..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.502866..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.503099..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504194..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504195..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504196..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504197..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504198..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504199..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504200..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504201..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504202..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504203..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504204..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.504205..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.505155..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.505157..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.50520..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.505249..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.505253..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.505254..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$ 0.57	No remarker
256M207962	10.FVPC.505354..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	No remarker
256M207962	10.FVPC.505454..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505455..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505456..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505457..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505458..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505459..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505460..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505461..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505462..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505463..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505464..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505465..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505466..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505467..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505468..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505469..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505470..SC	1LVBE	Ext Mileage-Same Premises	13	$ 7.41	DES (MEDIA CENTER)
256M207962	10.FVPC.505470..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (MEDIA CENTER)
256M207962	10.FVPC.505471..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (FM HALL OF FAME TO NASCAR GARAGE)
256M207962	10.FVPC.505472..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (FM HALL OF FAME TO NASCAR)
256M207962	10.FVPC.505473..SC	1LVBE	Ext Mileage-Same Premises	3	$ 1.71	DES (FM HALL OF FAME TO NASCAR)
256M207962	10.FVPC.505473..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (FM HALL OF FAME TO NASCAR)
256M207962	10.FVPC.505480..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (FM HALL OF FAME TO NASCAR SCORING STAND)
256M207962	10.FVPC.505480..SC	DD5	Dist Cable Between Buildings	1	$ -	DES (FM HALL OF FAME TO NASCAR SCORING STAND)
256M207962	10.FVPC.505481..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (FM HALL OF FAME TO TKT BTH J BKSTRTCH OF SPDWAY)
256M207962	10.FVPC.505482..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (MV TO MECHANIC SHOP)
256M207962	10.FVPC.505483..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (MV FR MECHANIC SHOP TO AMERICROWN EGGPLANT BLDG)
256M207962	10.FVPC.505484..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (FAN'S RACE BOOTH)
256M207962	10.FVPC.505485..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (EXT TO MRN RADIO TRAILER LN TO TERM ON FENCE NEAR UNION 76 PUMPS)
256M207962	10.FVPC.505486..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (EXT TO MRN RADIO TRAILER LN TO TERM ON FENCE NEAR UNION 76 PUMPS)
256M207962	10.FVPC.505487..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (EXT TO BOOTH IN CONTROLLER TOWER ALSO)
256M207962	10.FVPC.505488..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (EXT WC TRAILER GARAGE CAM, NASCAR ONLINE)
256M207962	10.FVPC.505489..SC	1LVBE	Ext Mileage-Same Premises	1	$ 0.57	DES (EXT MEDIA CENTER)

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256M207962	10.FVPC.505490..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (EXT NASCAR SCORING STAND ALSO)
256M207962	10.FVPC.505491..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (EXT MEDIA CENTER)
256M207962	10.FVPC.505492..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (EXT NASCAR SCORING STAND ALSO)
256M207962	10.FVPC.505493..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (FM PRESSBX TO MEDIA CNTR)
256M207962	10.FVPC.505494..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (FM PRESSBX TO MEDIA CENTER)
256M207962	10.FVPC.505495..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (FM PRESSBX TO MTR RACING NETWORK)
256M207962	10.FVPC.505496..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (FM PRESSBX TO MTR RACING NETWORK)
256M207962	10.FVPC.505497..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (FM PRESSBX TO NASCAR TRUCK)
256M207962	10.FVPC.505531..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (HALL OF FAME TO NORTH CAMP GROUND)
256M207962	10.FVPC.505532..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (HALL OF FAME TO WEST CAMP GROUND)
256M207962	10.FVPC.505533..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (HALL OF FAME TO GUEST RELATION TRLR IN THE INFIELD)
256M207962	10.FVPC.505534..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	DES (HALL OF FAME TO COLEMAN CAMP GROUND)
256M207962	1G.FVNA.6335..SC	1LVBE	Ext Mileage-Same Premises	12	$	6.84	No remarker
256M207962	1G.FVNC.1979..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVNC.6439..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVNC.8812..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVNC.8813..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVNC.8814..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVNC.8815..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVNC.8816..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVNC.8817..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVNC.8821..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.1980..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1981..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1982..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1983..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1986..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1987..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1988..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1989..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1990..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1992..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1993..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1994..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1995..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1996..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1997..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1998..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.1999..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2000..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2001..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2002..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2003..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2004..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2005..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2006..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2007..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2008..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2009..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2010..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2011..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2012..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.2012..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2013..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2014..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2015..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2016..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2017..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2019..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2020..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2021..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2022..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2026..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2027..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2028..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2029..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2030..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2031..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker

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256M207962	1G.FVPC.2032..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2033..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2034..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2035..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2036..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2037..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2038..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2039..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2040..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2041..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2042..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2043..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.2045..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.23028..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23029..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23030..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23031..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23032..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23033..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23034..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23035..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.23036..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.24077..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.500691..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.500718..SC	1LVBE	Ext Mileage-Same Premises	20	$	11.40	No remarker
256M207962	1G.FVPC.500882..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.500883..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.500884..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501189..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501190..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501191..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501192..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501193..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501194..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501195..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501196..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501197..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501198..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501199..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501200..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501201..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501202..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501203..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501204..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501205..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501206..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501207..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501208..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501210..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501211..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501212..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501213..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501214..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501215..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501216..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501217..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501218..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501219..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501220..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501221..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501222..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501223..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501224..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501225..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501226..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501227..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501228..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501229..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501230..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501231..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501232..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501233..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501236..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501237..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501238..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501239..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501240..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501241..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker

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256M207962	1G.FVPC.501242..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501243..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501244..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501245..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501246..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501247..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501248..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501249..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501250..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501251..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501252..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501253..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501254..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501255..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M207962	1G.FVPC.501257..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501258..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501259..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501260..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501261..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501262..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501265..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501267..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501268..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501269..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501270..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501271..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501273..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501274..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501275..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.501276..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.59335..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
256M207962	1G.FVPC.9330..SC	1LVBE	Ext Mileage-Same Premises	5	$	2.85	No remarker
256M207962	1G.FVPC.9331..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.9332..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.9333..SC	1LVBE	Ext Mileage-Same Premises	10	$	5.70	No remarker
256M207962	1G.FVPC.9334..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	No remarker
					$	535.80	
256M274160	10.FVPC.502664..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	Loc Archie Wesley Bldg Gate 2
256M274160	10.FVPC.502665..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	Loc Archie Wesley Bldg Gate 2
256M274160	10.FVPC.502672..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	Loc Archie Wesley Bldg Gate 2
256M274160	10.FVPC.502673..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	Loc Archie Wesley Bldg Gate 2
256M274160	10.FVPC.503287..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	Loc Archie Wesley Bldg Gate 2
256M274160	10.FVPC.503288..SC	1LVBE	Ext Mileage-Same Premises	1	$	0.57	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.500563..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501226..SC	RJ21X	Jack-Network Interface 25 Line Connector	1	$	-	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501051..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501052..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501053..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501111..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501224..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501225..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501273..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501274..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501275..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501276..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501277..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501278..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501279..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501280..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501281..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker

SAMPLE DISCOVERY PROJECT

AT&T Circuits billing for REDACTED updated w Remarks

BillingNumber 256-M15-xxxxx

256M274160	10.PLPC.501282..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501319..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501330..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501331..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501332..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501333..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501334..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501335..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501344..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501345..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501346..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501353..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501354..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501355..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.501711..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501712..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501713..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501714..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501715..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501716..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501717..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501718..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501719..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501720..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501721..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501722..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501723..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.501724..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502011..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502012..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502013..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502037..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502038..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502039..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502040..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502041..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502042..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502043..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502679..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2

SAMPLE DISCOVERY PROJECT

AT&T Circuits billing for REDACTED updated w Remarks

BillingNumber 256-M15-xxxxx

256M274160	10.PLPC.502680..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502681..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502682..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502683..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502683..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	2	$	30.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502684..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502684..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	2	$	30.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502685..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502686..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.502687..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	No remarker
256M274160	10.PLPC.502688..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502689..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502690..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
256M274160	10.PLPC.502691..SC	SDD2X	IntraLATA Pvt Line, Direct Served Channel Voice Grade	1	$	15.00	Loc Archie Wesley Bldg Gate 2
					$	1,068.42	
256M745648	10.PLPC.501725..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501726..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501727..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501728..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501729..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501730..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501731..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501732..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501733..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501734..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501735..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501736..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501737..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501738..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501739..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501740..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501741..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501742..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501743..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501744..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501745..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501746..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501747..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501748..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
256M745648	10.PLPC.501749..SC	1LTKE	Mileage Tie Line Ch Btw Bldgs	1	$	0.57	No remarker
					$	14.25	
256M274833	1G.PLPA.8014..SC	1LPJY	Mileage-Pvt Ln Ch, Voice Grade	1	$	3.60	DES Control Tower
256M274833	1G.PLPA.8014..SC	1LPJY	Mileage-Pvt Ln Ch, Voice Grade	4	$	9.12	DES PIT STOP
256M274833	1G.PLPA.8014..SC	PYCUL	IntraLATA Pvt Ln-Voice Grade-Intraexchange	1	$	-	
					$	12.72	
256M115951	10.FVPX.505662.1.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.10.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.11.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.12.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.2.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.3.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.4.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.5.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.6.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.7.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.8.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505662.9.SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
256M115951	10.FVPX.505663..SC	DD5	Dist Cable Between Buildings	1	$	-	MRN
					$	-	

NASCAR, LLC./Trien & Associates, Inc.

MSA S0W 20220831

Client: NASCAR LLC

Master Document: ISC-Trien MSA dated December 1, 2017

PROJECT: Verizon Wi-Fi Solution – 2nd set of Tracks

Scope: – Program Manager / Owner's Representation

Date: August 31, 2022

Introduction

Trien & Associates, Inc. appreciates the opportunity to present NASCAR LLC with this proposal for professional services to staff augment and continue to act as NASCAR's Owner's Representatives as Program Managers for the continued implementation of Verizon's Wi-Fi Solution as per Verizon MSA and associated Tracks SOWs under original Contract ID #512516

Based on the wealth of knowledge accumulated over the past 2+ years, the following is an outline of the Professional Services Trien will continue to perform as part of the scope for the following tracks:

Michigan

Watkins Glen

Kansas

Homestead

Auto Club Speedway

Program Management / Project Coordination / Owner's Rep

A. Lead project meetings provide routine updates to NASCAR management on status, budget, risks/roadblocks

B. Oversee project timelines, raise awareness to stakeholders and mitigate risk for any potential delays, etc.

C. Trien to oversee the project budget to ensure it conforms to agreed-upon terms, including 11th-hour modification.

D. If necessary, assist and facilitate Contractors with any necessary Safety Training

E. Act as liaison between NASCAR, Verizon at large, Contractors, Verizon's Sub-contractor, Construction teams-if any, and appropriate leadership for low voltage/technology concerns

F. Validate work performed by Verizon and/or their Sub-contractors for payment by NASCAR

G. Peer review (with BICSI RCDD on staff) low-voltage design/specifications from MEP Engineer and/or Architect, and/or Structured Cabling sub-contractor

H. Review Verizon's low-voltage systems proposed, including cabling plans and specifications, and compare them against industry best practices and NASCAR's standards

I. Validate telecommunication rooms (TRs) designs by Verizon

J. Oversee process for all change orders by NASCAR management.

K. Communicate regularly with NASCAR stakeholders/Exec management/Track personnel

L. Ari will maintain communication with NASCAR employees as they relate to this Wi-Fi project, not day-to-day related items

Project Timeline and Fees

We calculated the following hours/days necessary to complete the project to meet NASCAR's dates and projected schedule per track.

Project Dates	
Start Date	1/1/2023
Project End Date	12/31/2024
Projected number of 8-Hr. days to complete the project	104

"Preferential" Client Fee Schedule	
Hourly rate	------
Daily rate (8-Hr. day)	Confidential

PROJECT FEES
104 man-days X Confidential per day = Confidential

It is understood that the scope of work can be expanded at any time to meet NASCAR's needs. Such additional work will be agreed upon as an Addendum to this SOW or via email request from Mr. xxxxxxxxx NASCAR's representative.

RETAINER BILLING

Given the nature of the project, we propose billing under a pre-defined retainer invoice method:

- A monthly retainer Confidential

Retainer Invoices will be invoiced monthly in advance and will become due upon receipt no later than the first day of the 1st of the following month.

ADDITIONAL MAN-DAYS: If during the course of a month, Trien & Assoc. is requested by NASCAR to extend our services beyond the project allowance, the additional time will be invoiced at the same existing rate of $xxxxxx per man-day, provided Trien obtains prior written approval.

EXPENSES: Will be invoiced at cost monthly:

- Travel Expenses
- Printing/plotting of floor plans, if applicable
- Drafting services (Pre-approved by NASCAR)
- Miscellaneous product/services needed on a last-minute basis (Pre-approved by NASCAR)

Resources

- Ari Reingowsky, President of Trien & Assoc. will captain this project.
- From time to time, Ari will be assisted by other qualified Trien & Assoc. personnel.
- Colin Hampton will continue to work hand-in-hand with Laura Hamilton on the budget side.
- In addition, as established, NASCAR IT resources and track personnel will be available to assist Trien as required.

Insurance

Trien & Associates maintains insurance policies with companies highly rated by AM Best. Per MSA, Certificates of Insurance are delivered to NASCAR yearly upon renewal.

Miscellaneous

The terms for our outsourced, dedicated Owner's Rep/Consulting Services are for a period of 24 months for the Scope of Work described above. If necessary and requested, after the SOW 24-month period, we will continue working on this project until completion, however, on a month-to-month basis at the same agreed-upon rates.

We would like to emphasize that the fees listed above are based upon a realistic estimate of the actual consulting days required to staff-augment NASCAR's team and to Project Manage Verizon's Wi-Fi Solution implementation while calculating our fees under our "preferential existing-client" rates.

If project demands exceed the quoted fees in this proposal/SOW, NASCAR will be invoiced at the rates in the "fee schedule" section above.

Thank you for the opportunity.

Trien & Associates, Inc.

Remove signature

_____

By: Ari Reingowsky, President
ari.reingowsky@trien.net 954-557-9016

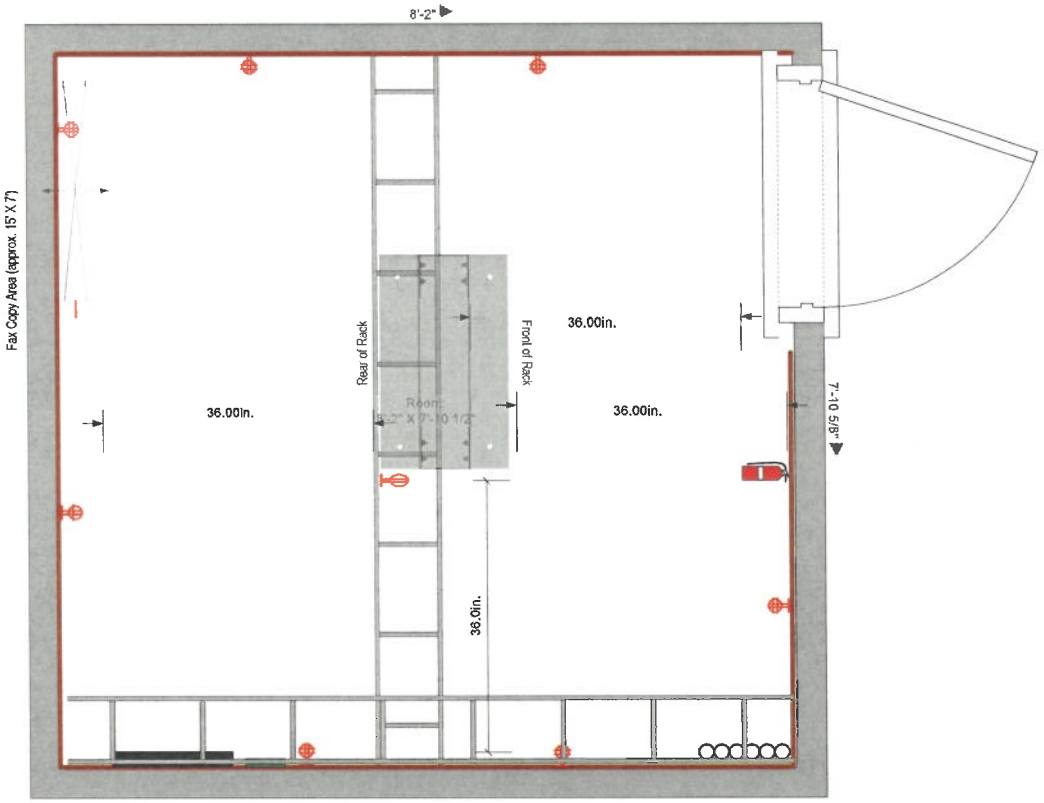
ACCEPTED: NASCAR, LLC Remove all Client Information

Enclosed:

- NASCAR/Trien 2017 MSA

Inter Miami CF – Event Level Telecommunications room (TR) 157 (top view)

Sample No. 3 : Identifying telco services at multiple locations



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13. Coat Cement Floor and Ceiling with Sealant to prevent flaking.
14. Wall mounted emergency lighting
15. Pocket Door for MDF, Minimum width to accommodate 21" width equipment cabinet. Door should be secured. Not drawn to scale.
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TRIEN & Associates Inc.
(954) 455-7000

RELEASE HISTORY: (applies this sheet only)

Date	Remark

LEGEND: (applies this sheet only)

Quad 20A, 120V

Duplex 20A, 120v

Ground bus bar. All bonding to this bus bar should be #8 AWG min.

KEY: (applies this sheet only)

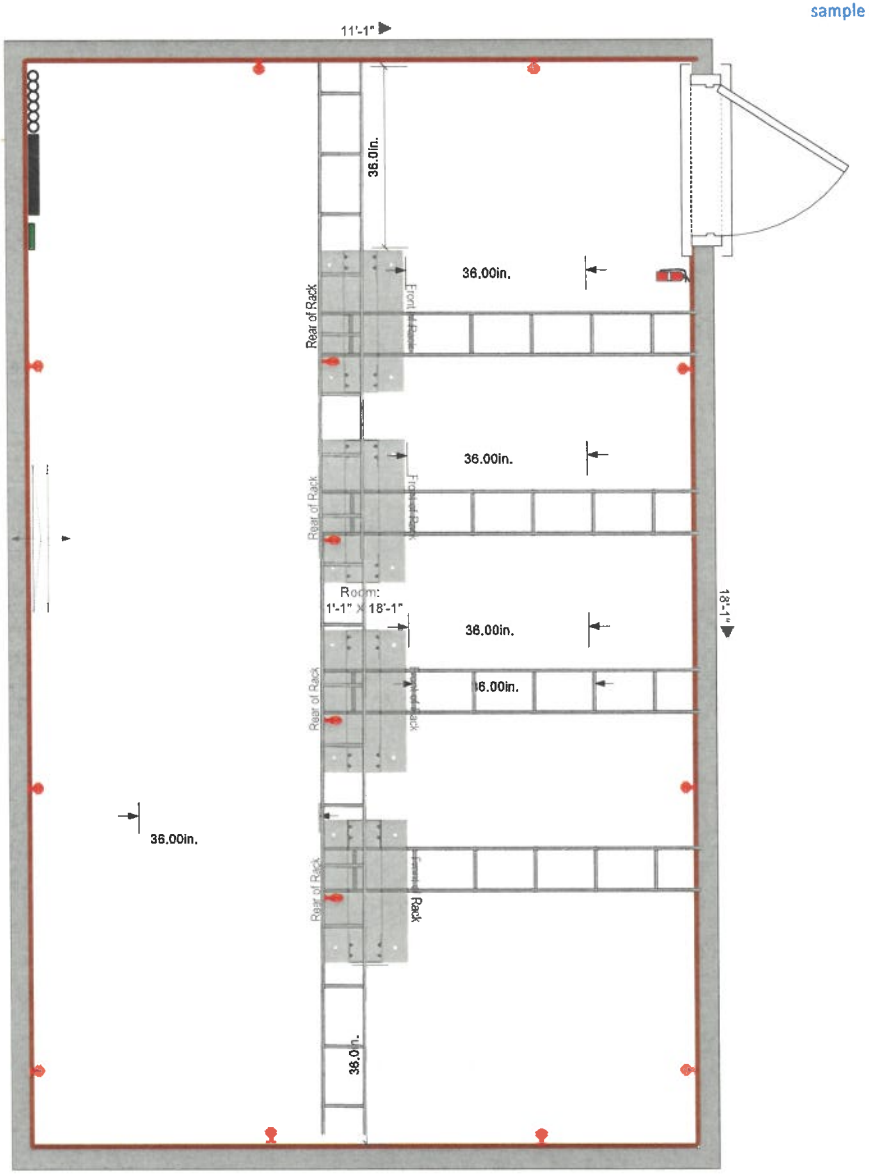
COMMENTS: (applies this sheet only)

Diagram for design discussion with regards to TR and usable space

PROJ:	Inter Miami CF		
DESC:	TR Room Validation		
FILE:	Inter Miami CF - IDF Layouts.vsd		
VER:	1.a	DATE:	11-Aug-19
AUTH:	A Rein	SCALE:	NTS

Inter Miami CF – Event Level
Telecommunications room (TR)
136E (top view)

sample 3



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TRIEN & Associates Inc.
(954) 455-7000

RELEASE HISTORY: (applies this sheet only)

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LEGEND: (applies this sheet only)

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- Duplex 20A, 120v
- Ground bus bar. All bonding to this bus bar should be #6 AWG min.

KEY: (applies this sheet only)

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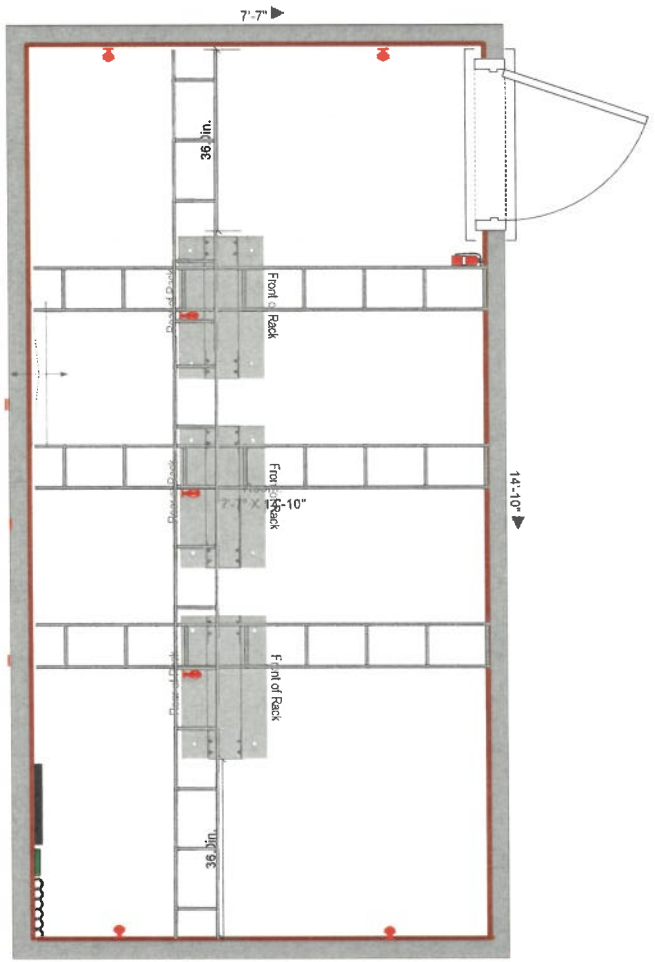
VER:	1.a	DATE:	11-Aug-19
AUTH:	A Rein	SCALE:	NTS

Inter Miami CF – Event Level
Telecommunications room (TR) 118E
(top view)

sample 3



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(954) 455-7000

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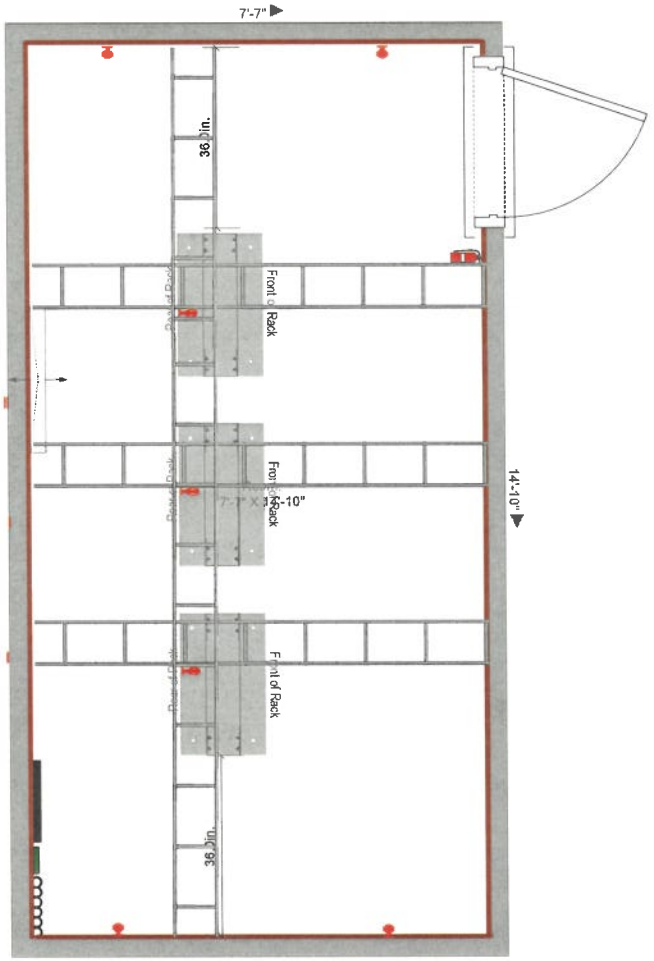

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Duplex 20A, 120v

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VER:	1.a	DATE:	11-Aug-19
AUTH:	A Rein	SCALE:	NTS

RFP Evaluation Summary

Project: Telecommunicaiton Evaluation and upgrated services

RFP Number: 2023-18

Date & Time: March 22, 2023 1:00 PM

The RFP's were scored on the following criteria:

General (10 points)
Qualifications of the Firm (30 points)
Relevant Project Experience (25 points)
Price (20 points)
Project Schedule (15 points)

Recommendation of Award: Trien & Associates (once all requirements meet)

Summary

	General				Qualifactions of Firm				Relevant Project Experience				Price				Project Schedule				Totals				
Firm	**Alex**	**Chuck**	**Mike**	**Total**	**Alex**	**Chuck**	**Mike**	**Total**	**Alex**	**Chuck**	**Mike**	**Total**	**Alex**	**Chuck**	**Mike**	**Total**	**Alex**	**Chuck**	**Mike**	**Total**	**Alex Totals**	**Chuck Totals**	**Mike Totals**	**total score**	**rank**
Client First Technology Consulting	**9**	**5**	**8**	22	**25**	**30**	**27**	82	**20**	**25**	**23**	68	**18**	**10**	**15**	43	**12**	**10**	**12**	34	**84**	**80**	**85**	249	2
Trien & Associates, Inc	**10**	**8**	**8**	26	**30**	**30**	**24**	84	**24**	**25**	**19**	68	**18**	**15**	**18**	51	**10**	**15**	**11**	36	**92**	**93**	**80**	265	1

Rob Hart	Alex Schumann	Chuck Osteen	Mike Stephenson
Purchasing Coordinator	City Engineer	IT Manager	Utilites Engineer

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.L
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-80
Strategic Goal:	Governance – Other		
Department :	City Manager		
Subject:	Ormond Beach Strategic Plan Update 2023		
Budget Impact:	The adoption of the 2023 Strategic Plan Update has no current budgetary impact. However, each of the priority strategies will be reviewed in conjunction with the operational and capital budgets and planned accordingly.		
Summary:	The 2023 strategic plan update identifies current priorities for our community, helps guide staff in focusing efforts on the City Commission's vision for the community, and documents key milestones in the process.		
Recommended Action:	It is requested the City Commission approve the resolution formally adopting the 2023 Ormond Beach Strategic Plan Update.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		

Approval:

Kelly McGuire, Finance Director	4/3/2023	
Claire Whitley, Assistant City Manager	4/3/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: April 18, 2023

Subject: Ormond Beach Strategic Plan Update 2023

Commission Goal: Governance – Other

Introduction

This is a request for the City Commission to approve a resolution formally adopting the 2023 Ormond Beach Strategic Plan Update.

Background

The City began formally adopting a strategic plan in 2015. At that time, the process consisted of two community workshops during which the Ormond Beach residents shared their visions and aspirations for the future of Ormond Beach, followed by a strategic planning workshop where the City Commission identified strategic issues for the City to address and a set of goals and objectives for the City to accomplish over the next several years. The 2015 Strategic Plan was updated in 2017.

Since that time, the City has established a strong tradition of gathering resident feedback through ten community meetings utilizing the award winning OB Life format, multiple Leisure Services Recreation Master Plan meetings, and both informal and statistically valid surveys requesting feedback on City parks and services. The City Commission utilized this feedback to develop and adopt its most recent 2019 Strategic Plan, in which it identified the following seven strategic issues:

- Community Development
- Economic Development
- Governence
- Public Safety
- Quality of Life
- Transportation
- Water Quality and Environment

Progress Reports to the 2019 Strategic Plan are published annually using the

previously identified strategic issues and objectives.

Discussion

On January 31, 2023, the City Commission held a workshop to review the strategic issues identified in the 2019 Strategic Plan and update the objectives to be accomplished over the next three years. The City Commission reaffirmed their commitment to the strategic issues identified in the 2019 Strategic Plan and identified the following as the Commission's priority objectives, with the number in parenthesis being the number of Commission members that deemed this goal a priority.

Top Priorities:

- Expand reclaimed water system and reuse pond out West (8 votes)
- Upgrade City Commission chambers technology (7 votes)
- New Police Department and EOC West of town (7 votes)
- Reuse or repurpose Riverbend property (5 votes)
- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)

This document will be utilized to help guide the City's efforts and resources and ensure City employees and community stakeholders are working together with the City Commission toward common goals for the betterment of our community. It also helps establish agreement on intended outcomes and results.

Budget Impact

The adoption of the 2023 Strategic Plan Update has no current budgetary impact. However, each of the priority strategies will be reviewed in conjunction with the operational and capital budgets and planned accordingly.

Citizen Impact

Strategic planning with clearly established goals helps to focus efforts and financial resources on issues and outcomes most important to the community.

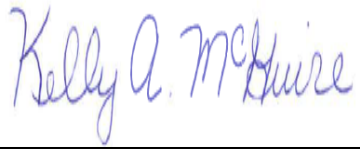
Recommendation

It is requested the City Commission approve the resolution formally adopting the 2023 Ormond Beach Strategic Plan Update.

Attachments:

1. 23-80 Strategic Plan Adopt (P23-0051G)
2. 2023 Strategic Plan Update

Approvals:



Kelly McGuire, Finance Director — Date: April 03, 2023



Claire Whitley, Assistant City Manager — Date: April 03, 2023



Joyce Shanahan, City Manager — Date: April 12, 2023

RESOLUTION NO. 2023-80

A RESOLUTION OF THE CITY COMMISSION APPROVING AND ADOPTING THE CITY'S 2023 STRATEGIC PLAN UPDATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2019 the City Commission held a Strategic Planning Workshop identifying and ranking priority objectives which resulted in the adoption of the 2019 Strategic Planning Report on May 21, 2019 by Resolution 2019-103, and

WHEREAS, on January 31, 2023, the City Commission held a Strategic Planning Workshop to review and update the goals and priority objectives of the 2019 Report; those updates are set forth in the 2023 Strategic Plan Update, a copy of which is attached hereto and incorporated herein by reference, and

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

SECTION ONE. The City Commission hereby approves the 2023 Strategic Plan Update outlining priority objectives, and hereby adopts the same as the official Strategic Plan for the City of Ormond Beach.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

CITY OF ORMOND BEACH

STRATEGIC PLAN UPDATE

2023



MISSION STATEMENT

To ensure Ormond Beach is one of the most attractive, stimulating and innovative communities in Florida, while protecting our rich history and maintaining our unique charm. Boasting an environment where our children can thrive, with a prosperously diverse and balanced economy, within a fiscally strong community. All the while, delivering exceptionally responsive service to our citizens and cultivating the highest quality of life.

CITY COMMISSION

Mayor
Bill Partington

Deputy Mayor & Zone 4 Commissioner Harold Briley

Zone 1 Commissioner
Lori Tolland

Zone 2 Commissioner
Travis Sargent

Zone 3 Commissioner
Susan Persis

STRATEGIC PLANNING PROCESS

In a remarkable expansion of our citizen engagement process, Ormond Beach launched the OB Life project in 2018, which included six community meetings to address community issues such as development, transportation, environment, public safety, leisure services, and economic development. The input gathered from community members became a valuable resource for the strategic planning workshop, attended by the Mayor, City Commissioners, City Manager, City Attorney, and senior staff in February 2019.

During the workshop, Commissioners identified overall strategic issues and specific objectives for the city to accomplish in the next few years and published this to residents as the Strategic Plan. The City continues to utilize the OB life platform as a way to engage citizens when important issues arise and publishes annual progress updates.

In January of 2023, the City Commission met to reaffirm their commitment to the goals set for the City Ormond Beach and refine their priority objectives for implementation. They set new strategic objectives to support these goals and will use these throughout the budgeting process to ensure timely accomplishment.

MAYOR'S MESSAGE

BILL PARTINGTON

As Mayor of Ormond Beach, I cannot stress enough how essential it is for us to listen to our residents and incorporate their valuable feedback in all of our decisions. The OB Life project and its series of community forums were a fantastic way for us to engage with our residents and learn about their vision for our city's future. It's not just limited to that - we value every single email, survey, and suggestion that we receive from our residents because it's these insights that help us understand what truly matters to all of us.



2023 IDENTIFIED STRATEGIC ISSUES

1. **TRANSPORTATION & COMMUNITY DEVELOPMENT**
2. **ECONOMIC DEVELOPMENT**
3. **GOVERNANCE**
4. **PUBLIC SAFETY**
5. **QUALITY OF LIFE**
6. **WATER QUALITY & THE ENVIRONMENT**



TOP PRIORITIES

- Expand reclaimed water system and reuse pond out West (8 votes)
- Upgrade City Commission chambers technology (7 votes)
- New Police Department and EOC West of town (7 votes)
- Reuse or repurpose the Riverbend property (5 votes)
- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)



All top priorities appear under their appropriate categories as well.

TRANSPORTATION & COMMUNITY DEVELOPMENT

- Determine the best redevelopment option for church property and enhance temporary use and signage (5 votes)
- Update airport operations, including noise abatement (3 votes)
- Encourage ER/medical presence on the beachside (3 votes)
- Build park/community center west of I-95 (2 votes)
- US-1 and I-95 Interchange construction (2 votes)
- Look at Vision Zero FDOT pledge (ped/car safety) (2 votes)

GOAL STATEMENT

To ensure the charm and rich history of our community is well-maintained through orderly development and redevelopment utilizing existing infra-structure, including utility service areas outside the City's municipal boundaries.



ECONOMIC DEVELOPMENT

- Reuse or repurpose Riverbend property (5 votes)
- Continue attracting and retaining high-wage jobs and the development of Ormond Crossings (3 votes)



GOAL STATEMENT

To ensure the economic health and vitality of the City of Ormond Beach by providing an environment allowing businesses to thrive through retention, expansion, and attraction.



GOVERNANCE

- Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)
- Electronic information sign for upcoming events (2 votes)
- Website redesign (2 votes)



GOAL STATEMENT

To build and maintain strong governance practices internally and externally through continued civic engagement efforts with residents, effective management and operational policies, and strategic partnerships with other governments and agencies to support the city's directions.



PUBLIC SAFETY

- New Police Department and EOC West of town (7 votes)
- Convert city parking lots to LED (3 votes)
- Review and look at the DARE program and other programs (2 votes)
- Develop an aggressive dog ordinance (2 votes)



GOAL STATEMENT

To provide a safe and secure city that maintains a sense of security and responsiveness for all residents by protecting and serving our community through the provision of effective, efficient and responsive emergency services.



QUALITY OF LIFE

- Historical museum (centralized in one building) and provide a 50-year lease (5 votes)
- Complete Doug Thomas Way (3 votes)
- Maintain lights downtown and add bridge uplighting (2 votes)
- Rehab Chief Tomokie statue (2 votes)
- Mental wellness signage and resources on the website/first responder assistance (2 votes)

GOAL STATEMENT

To ensure Ormond Beach remains the crown jewel of central Florida, by providing for the quality, quantity and variety of passive and active recreation areas and facilities to serve the needs of our community.



WATER QUALITY & THE ENVIRONMENT

- Expand reclaimed water system and reuse pond out West (8 votes)
- Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River (4 votes)
- Enhance commitment to reducing the use of plastic straws/bags/styrofoam (2 votes)



GOAL STATEMENT

To maintain the City's environmental stewardship by reducing negative impacts of pollutants to waterbodies, such as the Halifax and Tomoka Rivers and their tributaries that decrease the quality of life of Ormond Beach residents



Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.M
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-81
Strategic Goal:	Governance – Other		
Department :	City Attorney		
Subject:	Settlement of Workers' Compensation Claim		
Budget Impact:	Payment of the proposed settlement of $65,500 will be made from the Workers' Compensation Insurance Fund.		
Summary:	The matter before the city commission involves consideration of a settlement proposal regarding the workers' compensation claim of former employee, Jeremy Goss.		
Recommended Action:	Approval of proposed settlement is recommended.		
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217		

Approval:

Kelly McGuire, Finance Director	4/12/2023	
Claire Whitley, Assistant City Manager	4/12/2023	
Joyce Shanahan, City Manager	4/12/2023	

CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney

Date: April 18, 2023

Subject: Settlement of workers' compensation claim of Jeremy Goss

Introduction

The matter before the city commission involves consideration of a settlement proposal regarding the workers' compensation claim of former employee, Jeremy Goss.

Discussion

Please refer to the attached memorandum that has been prepared by the city's workers' compensation counsel.

Budget Impact

Payment in the amount of $65,500.00 for the settlement of this claim will be made from the Workers' Compensation Insurance Fund.

Citizen Impact

There will be no citizen impact as a result of the settlement of this claim.

Recommendation

The city's claims committee, the city attorney, and the city's workers' compensation counsel recommend approval of the proposed settlement.

RESOLUTION NO. 2023-81

A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF JEREMY GOSS; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby approves the settlement of the claim of Jeremy Goss, as more particularly described in the Workers' Compensation Counsel's memorandum attached hereto and incorporated herein by reference, and further directs that payment be made as set forth therein.

SECTION TWO. The City Attorney, and/or his designee, is hereby authorized and directed to execute a settlement agreement, including any and all documents that are necessary and incidental thereto, regarding the settlement of the aforedescribed claim.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

OFFICE OF GEORGE A. HELM III
WORKER'S COMPENSATION COUNSEL
MEMORANDUM

TO: Honorable Mayor and City Commissioners

FROM: George A. Helm III, Esquire, Worker's Compensation Counsel

DATE: April 18, 2023

RE: Settlement of worker's compensation claims involving Jeremy Goss

Introduction:

This is a request that the City Commission approve a total workers compensation settlement to Jeremy Goss in the amount of **$65,500,** which includes all attorneys fees and costs. On April 10, 2023 the parties reached a contingent settlement agreement. As part of the settlement Mr. Goss will sign a general release in favor of the City for all potential claims of any type except those related to vested benefits. Mr. Goss retains his rights to pursue a disability pension.

Background:

The claimant, Jeremy Goss, is a 42-year-old former motorcycle law enforcement officer who obtained employment with the City in 2012 and was terminated effective September 16, 2022, as he was not fit for duty per the City's evaluation with Dr. Nancy Voight, Phd. She concluded he had PTSD from a November 6, 2018 work related MVA.

After termination Mr. Goss pursued a PTSD claim under section 112.1815 (5), F. S. This law provides PTSD related to any one of 11 qualifying events is covered by workers compensation and provides both medical and lost wage benefits. While there is no question Mr. Goss was exposed to several qualifying events, the City denied this claim because Dr. Voight related the PTSD to the November 6, 2018 MVA which was previously settled and not a qualifying event. Subsequently, the City obtained a Psychiatric IME with Dr. Noel Figueroa who concluded Mr. Goss qualified for the new PTSD law, but, there were some questions about his credibility. Dr. Figueroa concluded Mr. Goss did not suffer PTSD as a result of the November 6, 2018 MVA. Several attempts were made to settle this claim within the City's Claims Committee authority of $25,000, all to no avail. Mr. Goss then obtained his own independent psychiatric evaluation with Dr. Eric Kaplan, who concluded Mr. Goss clearly suffered PTSD that resulted from at least one qualifying event. He, like Dr. Figueroa, concluded Mr. Goss did not suffer PTSD as a result of the MVA. It is extremely important to note that section 112.1815 (5), F. S. requires PTSD be diagnosed by a psychiatrist. Dr. Voight is not a psychiatrist, but a psychologist. Doctors Figueroa and Kaplan are both psychiatrists.

If Mr. Goss were to prevail on his PTSD claim he would be entitled to both lost wage benefits and

lifetime medical treatment. Past due lost wage exposure alone was estimated at $71,250. The City could also be required to pay attorneys fees and costs estimated at $33,000. These exposures do not include the cost of future lifetime medical treatment and lost wage benefits. These exposures were estimated to be at least another $35,000, but they are difficult to predict and could be significantly more as Mr. Goss is still a relatively young man. Total exposure, excluding defense costs, was estimated at $139,250. Settlement eliminates all potential exposure of all claims of any type against the City except those related to vested benefits.

Budget impact:

$65,500 would have to be paid within 30 days of approval.

Recommendations:

The City's Claims Committee recommends the City Commission approve the attached resolution approving the settlement of this workers compensation claim for the total sum of **$65,500.**

Sincerely,

George A. Helm, III

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.N
Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	**Res./Ord. No:**	2023-82
Strategic Goal:	Governance – Other		
Department :	City Attorney		
Subject:	Settlement of Personal Injury Claim of Jordan Banonis		
Budget Impact:	The settlement proceeds would be paid from Fund 504-General Liability Fund.		
Summary:	The matter before the city commission involves consideration of a settlement proposal regarding the personal injury claim of Jordan Banonis.		
Recommended Action:	The city's Claims Committee and City Attorney recommend approval of the proposed settlement offer for the sum of $125,000. The case would proceed to a jury trial scheduled to begin May 15, 2023, in the event the City Commission should decline to approve the proposed settlement.		
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217		

Approval:

Kelly McGuire, Finance Director	4/12/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/12/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

CITY OF ORMOND BEACH

Office of the City Attorney • 173 South Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3217 • Fax (386) 676-3321

CITY ATTORNEY
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

From: Randal A. Hayes, City Attorney

Date: April 18, 2023

Subject: Settlement of personal injury claim of Jordan Banonis

Introduction

This is a request for City Commission approval of a litigation settlement offer in the amount of $125,000 offered by plaintiff's counsel, regarding the personal injury claims of Jordan M. Banonis.

Discussion

Mr. Banonis was involved in a motor vehicle accident with a city police vehicle in the evening of May 13, 2021 at the intersection of Orchard Street and West Granada Boulevard. At the time of the accident, Mr. Banonis was 36 years old and was driving a 2008 Honda Ridgeline south on Orchard Street. As Mr. Banonis traveled through the intersection at West Granada Boulevard, his vehicle was impacted by a city police vehicle that was driven by Ormond Beach Police Officer John Hunter, who was traveling east on West Granada. Officer Hunter's police vehicle struck the passenger side front of Mr. Banonis' vehicle in a T-bone type collision. The impact of the crash caused Officer Hunter's vehicle to strike a large oak tree located near the southeast corner of the intersection. Officer Hunter was transported to the hospital as a precaution for treatment of head and neck injuries.

Mr. Banonis initially denied any injuries to emergency responders on the scene, however after the incident, Mr. Banonis reported neck and back pain, headaches, and knee pain. He sought treatment for his injuries, and subsequently was diagnosed with an ACL tear to his left knee. In addition to treatment for his back and neck injuries, Mr. Banonis underwent reconstructive surgery to repair the ACL tear to his left knee.

According to the traffic crash report prepared by Sergeant J.A. Van Buskirk, of the Florida Highway Patrol, Officer Hunter was traveling east in the right outside lane of West Granada Boulevard, and Mr. Banonis was heading south on Orchard Street. Both drivers claimed to have a green light when approaching the intersection, and there was no evidence of braking prior to the collision. Businesses located near the intersection were contacted to determine if there was any video available of the intersection to assist

in the accident investigation, but none of the video monitoring systems had coverage of the intersection. The conflicting witness statements and lack of video evidence could raise potential liability concerns for the city's position in the case.

The plaintiff filed suit against the city in Circuit Court for Volusia County in February of 2022, alleging Officer Hunter was negligent while operating his police vehicle. In information provided by the plaintiffs' counsel, the medical cost incurred to Mr. Banonis due to the accident was in excess of $141,000, and he had a total body impairment rating of four percent. This cost does not include any needed future care for Mr. Banonis, or claims for his pain and suffering. Mr. Banonis' initial demand to settle his claim against the city was for $200,000. A mediation was held to attempt a settlement in the case, but the parties reached an impasse.

Section 768.28, Florida Statutes limits the City's liability to no more than $200,000 in any negligence action for any single claim, or $300,000 for all claims arising out of the same occurrence. The statute also limits the amount that a claimant's attorney can recover to no more than twenty-five percent of an amount that is awarded to a claimant.

The plaintiffs' attorney recently filed a Proposal for Settlement in the amount of $125,000 to settle the case. The settlement offer is open until April 20, 2023, as full and complete compensation for the personal injury claim. In the event the City Commission should choose not to accept the plaintiff's Proposal for Settlement, and the plaintiff recovers a judgment in an amount at least 25 percent greater than the offer, the plaintiff shall be entitled to recover reasonable costs and attorney's fees incurred from the date of filing the Proposal for Settlement (March 13, 2023). The litigation matter is currently set for a jury trial scheduled to begin May 15, 2023.

Budget Impact

The settlement proceeds would be paid from Fund 504-General Liability Fund.

Citizen Impact

There is no impact to citizens.

Recommendation

The city's Claims Committee and City Attorney recommend approval of the proposed settlement offer for the sum of $125,000. The case would proceed to a jury trial scheduled to begin May 15, 2023, in the event the City Commission should decline to approve the proposed settlement.

RESOLUTION NO. 2023-82

A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY JORDAN BANONIS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The city commission accepts the report and recommendation of the city attorney dated April 11, 2023 and hereby approves a settlement between the city and plaintiff, Jordan M. Banonis, for the sum of $125,000.00 to be paid to Mr. Banonis as consideration for the complete settlement and dismissal with prejudice of the following pending litigation matter: Jordan M. Banonis v. the City of Ormond Beach, 2022 30207 CICI, Volusia County Circuit Court. The settlement shall include all claims by the plaintiffs against the city of Ormond Beach.

SECTION TWO. The mayor, city manager, and the city's attorneys or their designees are hereby authorized and directed to execute any and all papers that are necessary and incidental to effectuate the settlement of the above captioned litigation matter, including the payment of said settlement proceeds.

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

APPROVED AND AUTHENTICATED this 18th day of April, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.O
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Community Development – Other		
Department :	Public Works - Engineering		
Subject:	Invitation to Bid - Sidewalk Repairs, Spring Meadows		
Budget Impact:	Funding for this project is available from 308-Transportation Fund. $302,500,000 has been included in the Fiscal Year 2022-2023 Capital Improvement Budget. The engineer's cost estimate for this project is $101,250.		
Summary:	The proposed scope for this project is to identify sidewalk sections that do not meet the ADA requirements, remove the sidewalk panels, install root barriers to prevent future problems, and replace the panels in conformance with ADA requirements. In the Spring Meadow subdivision there are approximately 1,850 linear feet of sidewalk that are proposed to be replaced.		
Recommended Action:	Staff intends to proceed with advertising the project for bid, unless otherwise directed by the City Commission.		
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302		

Approval:

Kelly McGuire, Finance Director	4/4/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/8/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

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: April 18, 2023

Subject: Invitation to Bid - Sidewalk Repairs, Spring Meadows

Commission Goal: Community Development – Other

Introduction

This disposition item provides public notice of the City's intent to issue an invitation to bid for the Sidewalk Repair - Spring Meadows, Bid No. 2023-01.

Background

The City commission authorized a sidewalk repair and replacement project to rehabilitate sidewalks in both City parks and in exceptionally in-need neighborhoods. The proposed scope for this project is to identify sidewalk sections that do not meet the American with Disabilities Act (ADA) requirements, remove the sidewalk panels, install root barriers to prevent future problems, and replace the panels in conformance with ADA requirements. This method of repair will help prevent the removal of the decorative trees along City streets and sidewalks.

Discussion

Staff has received numerous work orders for sidewalk maintenance in this neighborhood. The neighborhood sidewalks were surveyed and areas that do not meet ADA requirements were identified. In the Spring Meadow subdivision there are approximately 1,850 linear feet of sidewalk that are proposed to be replaced. To alleviate future maintenance issues in this area, root barriers will be installed to redirect the tree roots from impacting the sidewalk.

Budget Impact

Funding for this project is available from 308-Transportation Fund. $302,500,000 has been included in the Fiscal Year 2022-2023 Capital Improvement Budget. The engineer's cost estimate for this project is $101,250.

Citizen Impact

Construction impacts to the sidewalk system will be limited in duration and should not impact the regular use and enjoyment of the sidewalk. This project will maintain the sidewalks at our high standards and ensure that the sidewalks are ADA compliant for many years to come.

Recommendation

Staff intends to proceed with advertising the project for bid, unless otherwise directed by the City Commission.

Attachments:

1. Bid Manual-Spring Meadows Sidewalk Repair
2. SPRING MEADOWS SIDEWALK PLANS

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: April 04, 2023

Claire Whitley, Assistant City Manager — Date: April 08, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: April 12, 2023

SPRING MEADOWS
SIDEWALK REPAIR

Bid No. 2023-01

City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS
22 South Beach Street
Ormond Beach, Florida 32174

SPRING MEADOWS SIDEWALK REPAIR
Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Spring Meadows Sidewalk Repair, Bid No. 2023-01** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **5/25/2023 at 2:00 pm**, 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 consists of the replacement of approximately 940 square yards of existing 5' wide concrete sidewalk with a 5' ADA compliant concrete sidewalk and associated root pruning, root barriers, and ADA ramps**.** 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 **5/9/2023 at 3:00 pm**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **5/17/2023 at 5:00 pm.**

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 prefiled with the ENGINEER. In this latter case, the bid shall state that the information has been prefiled. 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

SECTION 00300
BID

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: **SPRING MEADOWS SIDEWALK REPAIR**

CONTRACT IDENTIFICATION AND NUMBER: Bid No. **2023-01**

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

City of Ormond Beach
22 South Beach Street
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:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement to Bid and the Instructions to Bidders;

(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

Item	Description	Quantity	Unit	Unit cost	Total
1	Demolition	940	SY		
2	Root Prune with Root Barrier	1,350	LF		
3	Concrete Sidewalk	940	SY		
4	ADA Detectable Mats	6	EA		
5	Restoration	1	LS		

TOTAL BID $_____
(Figures)

_____
(Words)

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 **90** calendar days after the date when the Contract Time commences to run, and completed within **120** 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 ($ 300.00) 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

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.: _____

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner - Signature)

_____
(General Partner - Typed or Printed)

Business Address: _____

_____

_____

Phone No.: _____

Fax No.: _____

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.: _____

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.)

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:

Item	Supplier

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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:

ITEM	Estimated Quantity	Units	Unit Price	Total Estimated Price
1. Trench Excavation	_____	L.F.	_____	_____
2. Sheeting/Shoring	_____	S.F.	_____	_____

_____
Name (signature) Date

_____
Name (typed or printed)

_____
Title

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

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

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 <u>eligible</u> 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: _____

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

SECTION 00410
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 **Spring Meadows Sidewalk Repair (Bid No. 2023-01)** 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
00410 - 1

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 consists of the replacement of approximately 940 square yards of existing five feet wide concrete sidewalk with a five-foot-wide ADA compliant concrete sidewalk and associated root pruning, root barriers, and ADA ramps**.**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

SPRING MEADOWS SIDEWALK REPAIR
BID NUMBER 2023-01

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 **90** 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 **120** 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 ($300.00)** 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:

SPRING MEADOWS SIDEWALK REPAIR

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 10 sheets numbered 1 through 10 inclusive and bearing the following general title:

SPRING MEADOWS SIDEWALK REPAIR

7.9 Addenda numbers ___ to ____, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 15, 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

By _____

Bill Partington
Mayor

[CITY SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

CONTRACTOR _____

By _____

_____
(Title)

[SEAL]

Attest _____

_____
(Title)

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:

SPRING MEADOWS SIDEWALK REPAIR
Bid No. 2023-01

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 deemed an original, this _____ day of _____, 20_____.
(number)

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

(SEAL)

_____
(Witness to Principal)

_____
(Address)

_____
(Address)

_____

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness to Surety

_____
(Address)

_____

_____
Attorney-In-Fact

_____
(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
PAYMENT 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:

SPRING MEADOWS SIDEWALK REPAIR
Bid No. 2023-01

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 may be 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 assumes 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 of 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, expediters, 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 unfiled 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 unfiled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time 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 severely 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

(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 form 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 _____, 2022, 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 _____, 2022.

_____ 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: SPRING MEADOWS SIDEWALK REPAIR
Bid Number 2023-01

The work consists of the replacement of approximated 940 square yards of existing 5' wide concrete sidewalk with a 5' ADA compliant concrete sidewalk, and associated root pruning, root barriers, and ADA ramps**.**

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:

Agency:	Contact phone number:
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 - Demolition

Measurement. Demolition shall be measured by the actual square yards (SY) of existing sidewalk component satisfactorily removed and disposed of.

Payment. Payment will be made at the contract unit price of sidewalk surface satisfactorily removed. Such price and payment shall be full compensation for all labor, materials, and equipment necessary to remove and dispose of existing concrete sidewalk.

Bid Item No. 2 - Root Barrier

Measurement. Root pruning and root barrier shall be measured by the actual linear feet (LF) satisfactorily installed and accepted.

Payment. Payment for Root Pruning and installation of Root Barrier shall be made at the contract unit price, and shall be full compensation for all labor, materials and equipment necessary to perform the work.

Bid Item No. 3 –Concrete Sidewalk

Measurement. Constructed 5' ADA compliant concrete sidewalk shall be measured in square yards (SY) of actual surface area of properly graded, formed and consolidated concrete at a minimum thickness of four (4) inches. Sidewalk shall be rated at a minimum 3,000 PSI compressive strength in a maximum of 28 days after placement.

Payment. Payment for sidewalk shall be based upon the contract unit price of measured square yards of sidewalk placed and accepted, and shall be full compensation for excavation, grading, compaction, form work, concrete, and finishing.

Bid Item No. 4 - ADA Detectable Mats

Measurement. The quantity for payment shall be the number of mats satisfactorily installed.

Payment. Payment shall be made at the Contract unit price per each detectable mat in place and accepted and shall be full compensation for all labor, material and equipment necessary to perform the work.

Bid Item No. 5 –Restoration

Measurement. Restoration shall be measured as Lump Sum for all areas required.

Payment. Payment shall be made at the applicable lump sum price shall be full compensation for all labor, materials and equipment necessary for completion of the restoration performed. Work shall include all sod and surface restoration within the project area including grading of disturbed areas within the right-of- way or within the area disturbed by construction, outside of the pavement; repair and replacement of residential sprinkler system piping and sprinkler heads disturbed by construction. Work shall also include removal and replacement of mail boxes and yard lights disturbed by construction as well as removal and replacement of any wooden, metal, or plastic fencing disturbed by construction.

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

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

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

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

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-along 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 rolloff 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 02050
DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.

C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.

B. Contractor shall at all times maintain safe and convenient access to the existing site.

C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.

B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.

C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.

D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.
B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

A. Protect all existing materials and equipment to be salvaged or reused from damage.

B. Cap or plug all lines to be abandoned.

C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.

B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.

C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.

B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02200
EARTHWORK

PART 1 - GENERAL

1. 01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1. 02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1. 03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2. 01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3. 01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3. 02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3. 03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3. 04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3. 05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3. 06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3. 07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

SECTION 02210
SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations area shown, or between such points and existing grades.

B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.

C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS
(Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of trenching, backfilling and compacting is shown on the drawings.

B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth

specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.

a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.

b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.

c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.

2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.

2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.

3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.

4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheeting and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheeting or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the

possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.

2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.

3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. 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. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

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

SECTION 02822
SODDING (RESTORATION ONLY)

PART I - GENERAL

1.01 SCOPE OF WORK:

A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE:

A. Section 02441 - Landscape Irrigation System
B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

A. Submit representative sod samples for approval by Landscape Architect.
B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

A. Sod shall be St. Augustine 'Floratam', with compacted growth and good root development. Provide for areas as shown on plans.

B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.

C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:
   1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.

2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.

3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.

B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.

C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.

D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field

preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.

B. Alter completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.

C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and re-sodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.

B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.

C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor's responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.

D. Do not permit new lawn areas to grow in excess of 4" high for Bahia and 4" high for St. Augustine during maintenance period.

E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod

bed preparations, fertilizing and re-sodding, in accordance with these specifications.

3.05 ACCEPTANCE:

A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used: Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

END OF SECTION

SECTION 03300
CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

Class	Cement Content per cubic yard	Minimum 28-day Strength (lb. per sq. in.)
Structural	6.25 bags or 600 pounds	4000
Non-Structural	5.75 bags or 560 pounds	3000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.

2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.

2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall no contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly grades from fine to coarse to produce concrete of the desired strength, density, and workability.

2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to AC1 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce through consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

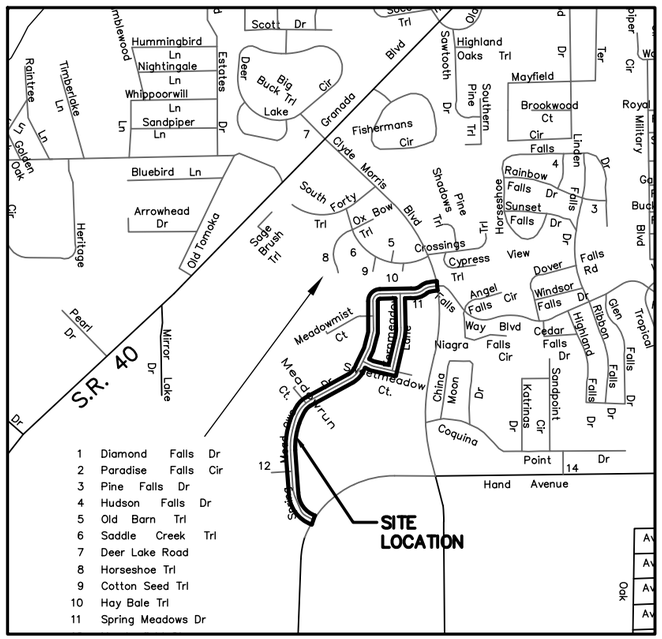
A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

CITY OF ORMOND BEACH

SPRING MEADOWS
SIDEWALK REPAIRS
BID NO.: 2023-01

▭ = SITE LOCATION



SITE LOCATION MAP

SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	KEY SHEET
3	QUANTITIES
4	SPRING MEADOWS DR
5	SPRING MEADOWS DR
6	SPRING MEADOWS DR & FERNMEADOW DR
7	SPRING MEADOWS DR
8	FERNMEADOW DR & SWEETMEADOW DR
9	CONSTRUCTION DETAILS & NOTES
10	CONSTRUCTION DETAILS & NOTES

MAYOR

BILL PARTINGTON

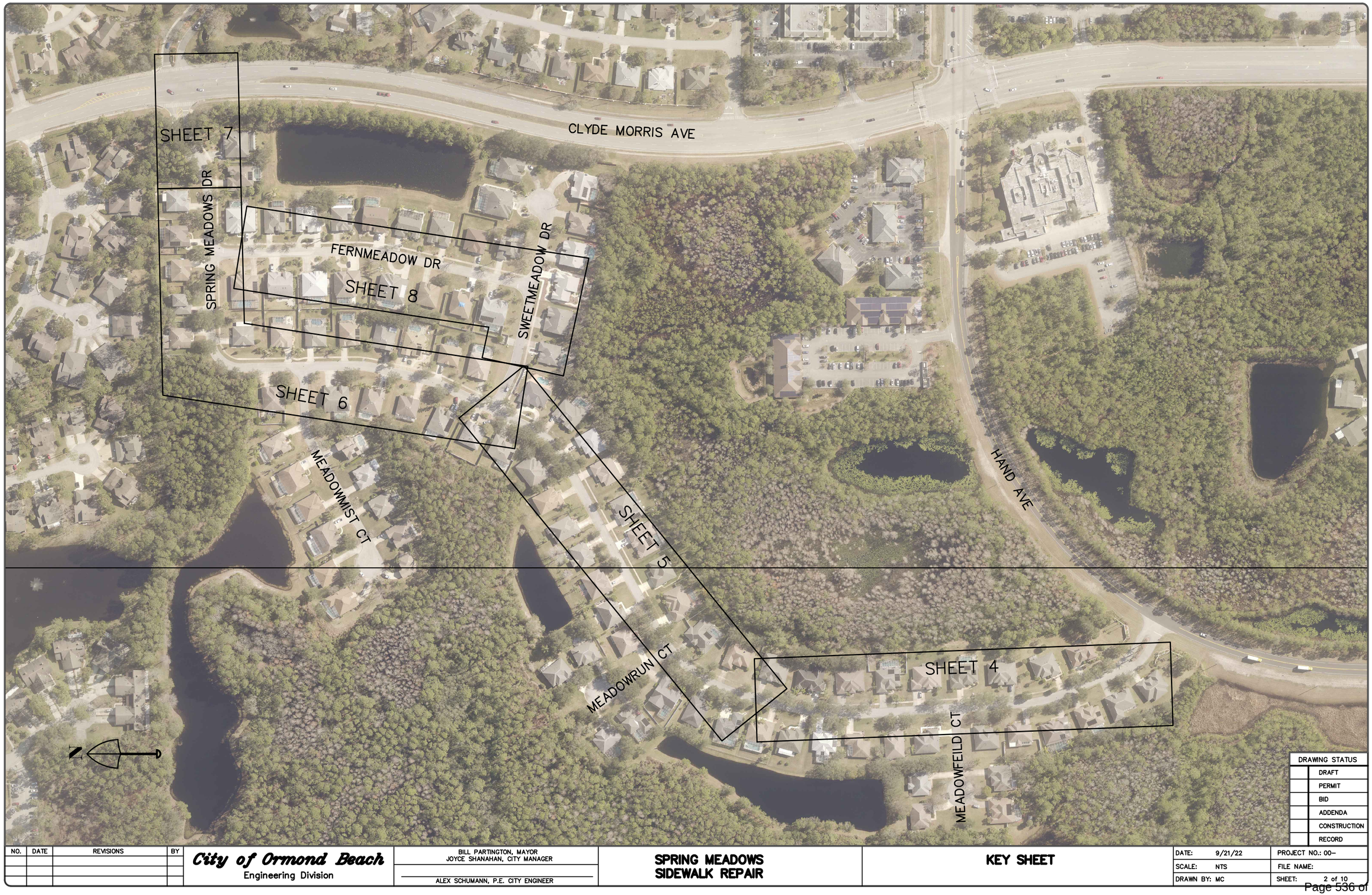
COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2
SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

PREPARED BY THE ENGINEERING DIVISION



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	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

KEY SHEET

DATE: 9/21/22	PROJECT NO.: 00–
SCALE: NTS	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 10

QUANTITIES

DEMOLITION	PLAN QTY.	BID QTY.
PAY ITEMS	QTY.	QTY.
DEMO SIDEWALK	855 SY	940 SY
CONSTRUCTION	**PLAN QTY.**	**BID QTY.**
PAY ITEMS	QTY.	QTY.
INSTALL ROOT BARRIER	1,350 L.F.	1,350 L.F.
INSTALL SIDEWALK	855 SY	940 SY
INSTALL ADA DETECTABLE MATS	6	6

– BIDDER IS RESPONSIBLE TO VERIFY ALL TAKEOFFS AS THIS TABLE IS PROVIDED FOR CONVENIENCE. BID IN ACCORDANCE WITH THE PLANS, SCOPE AND SPECIFICATIONS.

– THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.

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	RECORD

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

QUANTITIES

DATE: 9/21/22	PROJECT NO.: 00–
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 10



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	RECORD

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

SPRING MEADOWS DR

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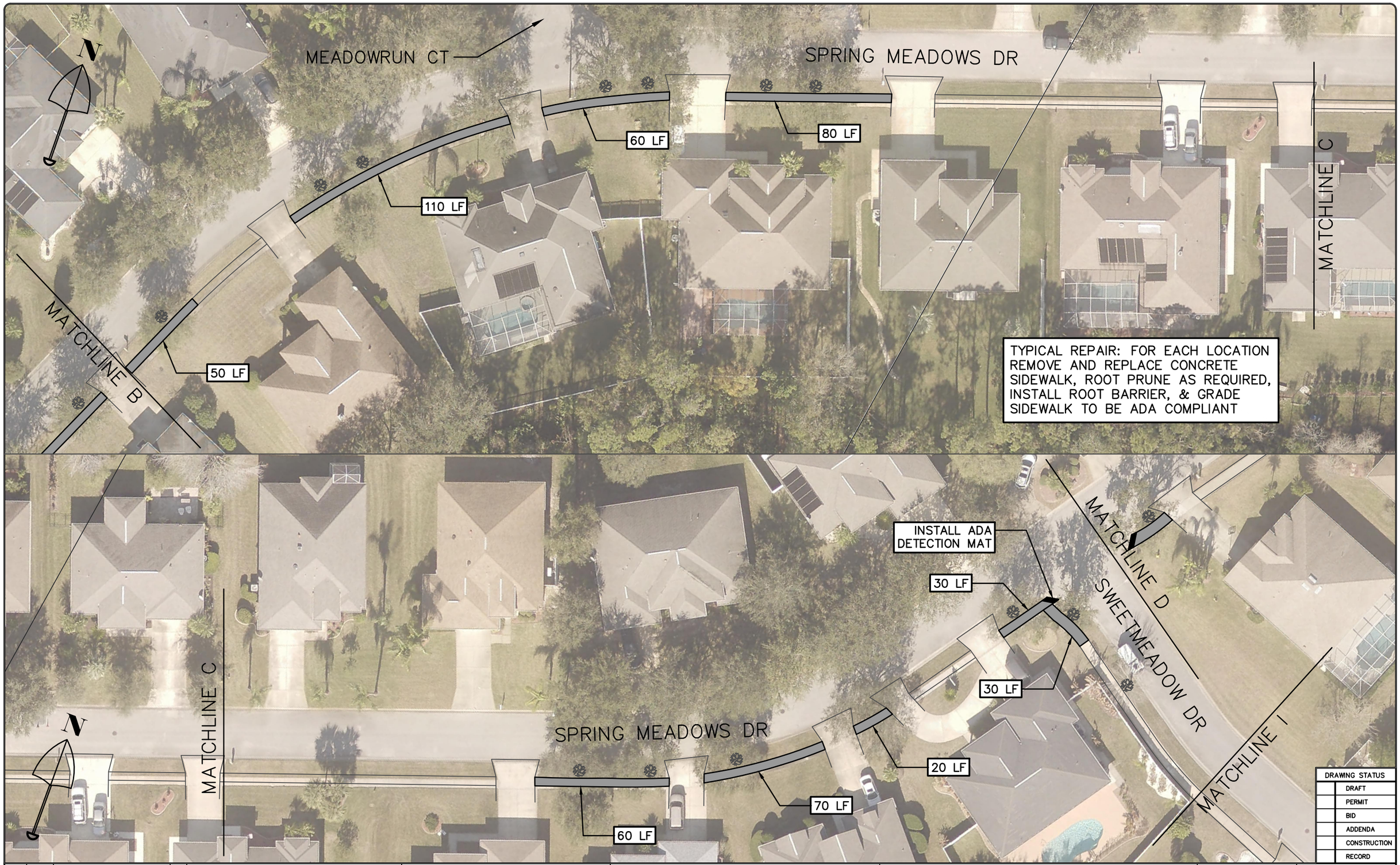
DRAWN BY: MC	SHEET:



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SPRING MEADOWS SIDEWALK REPAIR

SPRING MEADOWS DR

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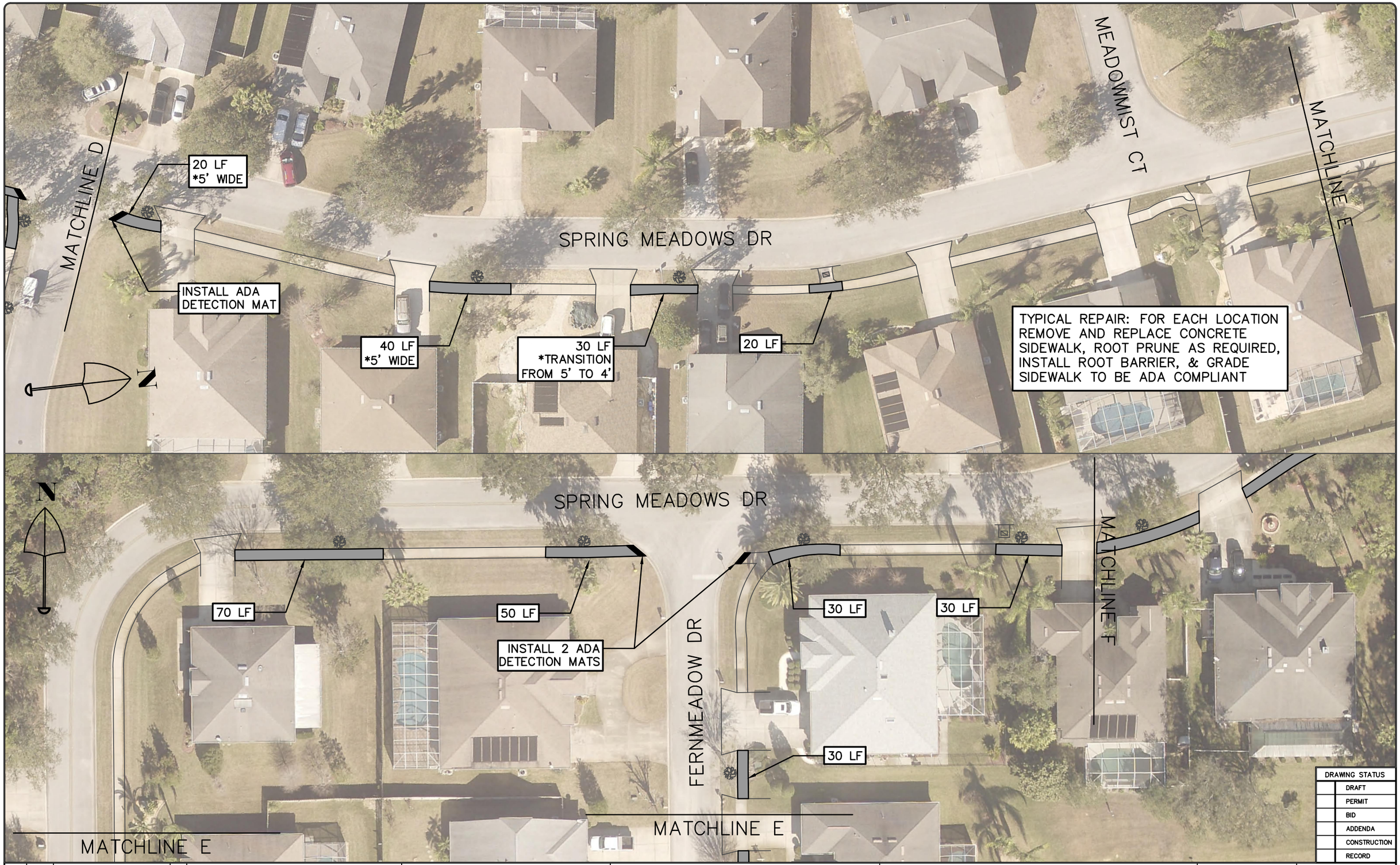

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JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

SPRING MEADOWS DR & FERNMEADOW DR

DATE: 9/21/22	PROJECT NO.: 00–
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET:



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SPRING MEADOWS SIDEWALK REPAIR

SPRONG MEADOWS DR

DATE:	9/21/22	PROJECT NO.: 00–	
SCALE:	1"=40'	FILE NAME:	
DRAWN BY:	MC	SHEET:	1 of 1

TYPICAL REPAIR: FOR EACH LOCATION REMOVE AND REPLACE CONCRETE SIDEWALK, ROOT PRUNE AS REQUIRED, INSTALL ROOT BARRIER, & GRADE SIDEWALK TO BE ADA COMPLIANT

N

MATCHLINE H

FERNMEADOW DR

40 LF

40 LF

30 LF

60 LF

MATCHLINE G

N

MATCHLINE H

FERNMEADOW DR

60 LF

INSTALL 2 ADA DETECTION MATS

SWEETMEADOW CT

MATCHLINE I

MATCHLINE E

DRAWING STATUS	
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	ADDENDA
	CONSTRUCTION
	RECORD

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

FERNMEADOW DR & SWEETMEADOW CT

DATE: 9/21/22	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY: MC	SHEET:

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION.
8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD.
9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.

STANDARD CONSTRUCTION DETAIL
GENERAL CONSTRUCTION NOTES

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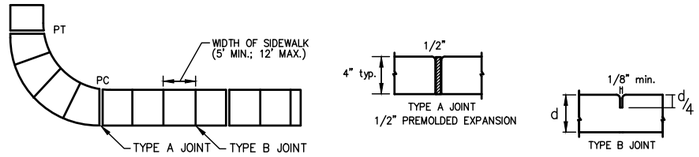
MAY 2020

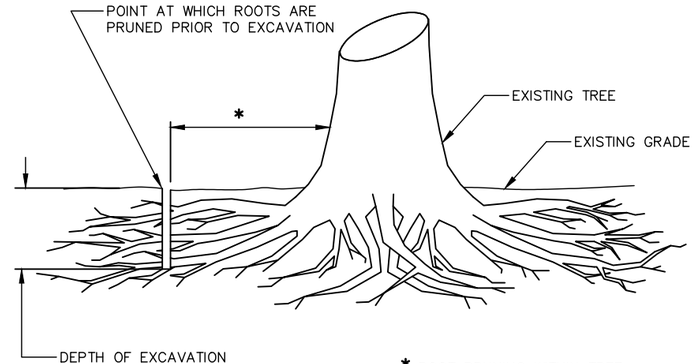


1. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2500 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS. SIDEWALKS SHALL BE 5 FOOT WIDE UNLESS OTHERWISE SHOWN ON PLANS.
2. SIDEWALKS AND BIKE PATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE PAVEMENT REMAINS WITHIN THE RIGHT-OF-WAY, IS NOT DIMINISHED IN WIDTH, AND REMAINS AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT, UNLESS OTHERWISE APPROVED BY THE CITY.
3. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
4. ALL WALKS SHALL HAVE A CROSS SLOPE OF 1/4 INCH PER FOOT AND SHALL NOT EXCEED A LONGITUDINAL SLOPE OF 1:20, EXCEPT AT DESIGNATED RAMPS THAT SHALL NOT EXCEED 1:12. PROVIDE A TACTIBLE WARNING SURFACE AT ALL RAMPS PER A.D.A. THE CONTRACTOR SHALL INSURE THAT ALL PROVISIONS OF A.D.A AND FLORIDA ACCESSIBILITY CODE ARE MET.*
5. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE SPECIFIED IN FDOT STANDARDS AND SPECIFICATIONS AND SHALL BE RUBBER, PLASTIC OR OTHER APPROVED NON-BIODEGRADABLE ELASTOMERIC MATERIAL. WOOD IS PROHIBITED.
6. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB, AT MINIMUM SPACING OF 5', MAX SPACING OF 12'.
7. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF THE EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
8. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED WITH A VIBRATORY OR IMPACT COMPACTION MACHINE IN MAXIMUM 12 INCH LIFTS OR COMPACTED WITH A HAND TAMPER IN MAXIMUM 4 INCH LIFTS. THE CITY SHALL REQUIRE A COMPACTION TEST FOR EACH LIFT IF THE TOTAL FILLED SECTION IS MORE THAN 12 INCHES DEEP OR IF THE SUBSURFACE HAS BEEN DISTURBED MORE THAN 12 INCHES DEEP. WHERE SUCH TEST IS REQUIRED, THE RESULTS SHALL SHOW A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
9. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
11. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
12. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY **FLUSH WITH THE ADJACENT GRADE.**

STANDARD CONSTRUCTION DETAIL
SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS
NTS

INDEX M-3

MAY 2020



* ROOT PRUNING WITHIN TREE BARRICADE – CONSULT CITY ARBORIST OR CITY LANDSCAPE ARCHITECT

NOTES:

1) CUTS ARE TO BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSCO OR VERMEER ROOT PRUNER).
2) INSTALL ORANGE PLASTIC MESH TREE BARRIER, WITH REBAR SUPPORTS, AT POINT OF PRUNING AND CONTINUE COMPLETELY AROUND TREE, PROTECTING THE AREA WITHIN THE DRIP LINE (EXTENT OF OUTER BRANCHES).
3) ROOT PRUNING PROCEDURE MUST BE DONE AND INSPECTED PRIOR TO ISSUANCE OF A BUILDING PERMIT OR GRADING AND FILL PERMIT.

STANDARD CONSTRUCTION DETAIL
ROOT PRUNING
NTS.

INDEX LS-2

MAY 2020

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

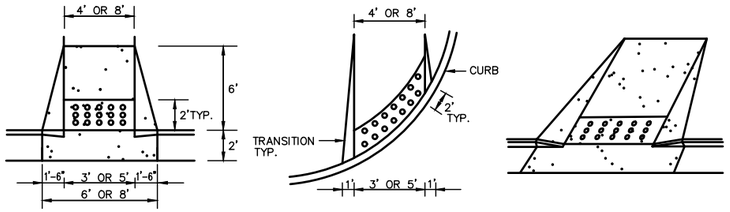
BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

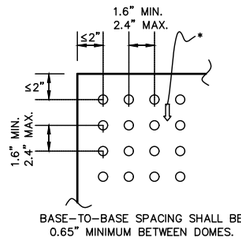
CONSTRUCTION DETAILS & NOTES

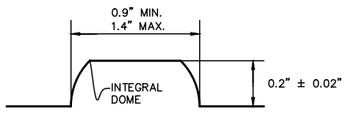
DATE: 9/21/22	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 9 of 10



NOTES:

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

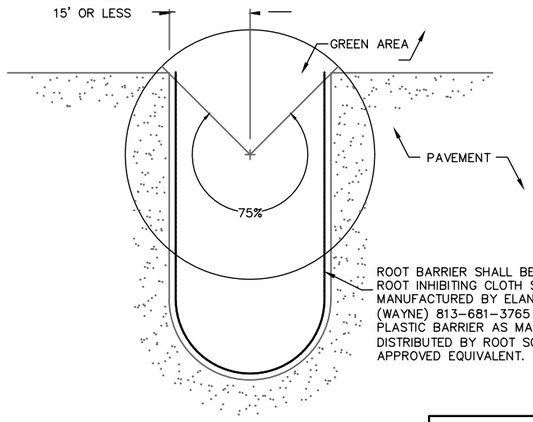




NOTES:

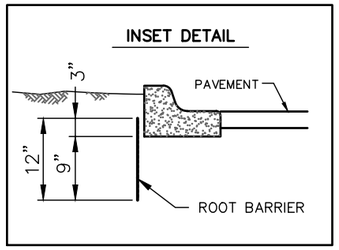
* ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.

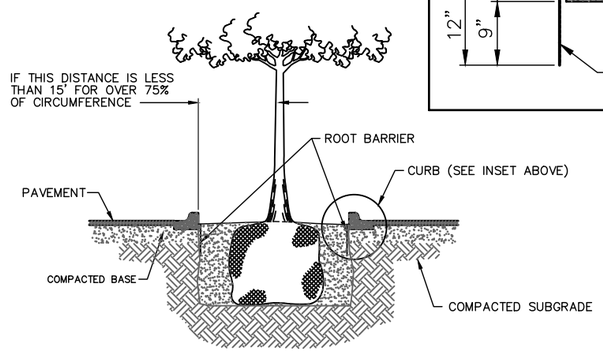
	STANDARD CONSTRUCTION DETAIL **SIDEWALK AND BIKE PATH RAMP** NTS	INDEX M-4 MAY 2020



ROOT BARRIER SHALL BE ANY CHEMICALLY IMPREGNATED ROOT INHIBITING CLOTH SUCH AS BIO BARRIER AS MANUFACTURED BY ELANCO PRODUCTS, VENDOR: FIFE PIPE (WAYNE) 813-681-3765 OR HEAVY DUTY INTERLOCKING PLASTIC BARRIER AS MANUFACTURED BY VESPRO, INC. AND DISTRIBUTED BY ROOT SOLUTIONS, INC. (800) 554-0914, OR APPROVED EQUIVALENT.

PLAN VIEW





SECTION VIEW

	STANDARD CONSTRUCTION DETAIL **ROOT BARRIER** NTS	INDEX LS-1 MAY 2020

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

SPRING MEADOWS SIDEWALK REPAIR

CONSTRUCTION DETAILS & NOTES

DATE: 9/21/22	PROJECT NO.: 00-
SCALE:	FILE NAME:
DRAWN BY: MC	SHEET: 10 of 10

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.P
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Public Safety – Other		
Department :	Police Department		
Subject:	Acceptance of Sexual Predator, Sexual Offender, Career Criminal, FL Career Offender and Felon Compliance & Registration MOU		
Budget Impact:	This program does not create any budgetary impact.		
Summary:	This procedure is currently in place within Volusia County as a coordinated effort between Law Enforcement Agencies. By renewing the MOU we will be ensuring certain persons who reside in Ormond Beach are in compliance with State Statutes and create a safer environment for our residents and visitors.		
Recommended Action:	Recommend approval of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration MOU.		
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500		

Approval:

Kelly McGuire, Finance Director	3/22/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	3/29/2023	
Joyce Shanahan, City Manager	3/30/2023	Joyce Shanahan

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: April 18, 2023

Subject: Acceptance of Sexual Predator, Sexual Offender, Career Criminal, FL Career Offender and Felon Compliance & Registration MOU

Commission Goal: Public Safety – Other

Introduction

Each law enforcement agency has the primary responsibility for all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons living within its jurisdiction, including enforcement and compliance as described in Florida State Statute.

Background

The monitoring of Sexual Predators, Sexual Offenders, Career Criminals, and Florida Career Offenders by local law enforcement is required by Florida State Statute. These criminals move across jurisdictional boundaries on a regular basis. Only a coordinated system of monitoring these criminals will diminish the vulnerability of potential victims. This Memorandum of Understanding (MOU) establishes a system of coordination among the local law enforcement agencies within Volusia County, Florida.

Discussion

The Volusia Sheriff's Office maintains a Career Criminal Unit which coordinates the monitoring and management of all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons countywide. The Career Criminal Unit shall act as the Records Custodian for all documents relating to compliance or noncompliance of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons.

The Volusia Sheriff's Office Career Criminal Unit maintains a central database (Offender Watch®) on all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons living in Volusia County. This database shall be made available to all law enforcement agencies within Volusia County free of charge.

The Career Criminal Unit will be the primary system administrator for the database and shall maintain and manage all users of the system to ensure compliance with state and federal laws.

Budget Impact

This program does not create any budgetary impact.

Citizen Impact

By agreeing to this coordinated system of monitoring these criminals, it will diminish the vulnerability of our citizens becoming potential victims.

Recommendation

Recommend approval of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration MOU.

Attachments:

1. Sexual Offender MOU 2023 Revised

Approvals:

Kelly A. McGuire

Date: March 22, 2023

Kelly McGuire, Finance Director

Date: March 29, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: March 30, 2023

Joyce Shanahan, City Manager

Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender, Felon Compliance and Registration

Memorandum of Understanding

Purpose:

The monitoring of Sexual Predators, Sexual Offenders, Career Criminals, and Florida Career Offenders by local law enforcement is required by Florida State Statute. These criminals move across jurisdictional boundaries on a regular basis. Only a coordinated system of monitoring these criminals will diminish the vulnerability of potential victims. This Memorandum of Understanding seeks that system of coordination among the local law enforcement agencies within Volusia County, Florida.

Volusia Sheriff's Office Responsibilities:

The Volusia Sheriff's Office is the primary point of contact within Volusia County for the monitoring, management and registration of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons. The Volusia Sheriff's Office shall conduct all registrations of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons within the county. Registrations include:

-Sexual Predators must register initially upon establishing residency in Volusia County and quarterly thereafter as required by Florida State Statute 775.21.

-Sexual Offenders must register initially upon establishing residency in Volusia County and quarterly or semi-annually thereafter or quarterly as required by Florida State Statute 943.0435

-Florida Career Offenders must register upon their release from the Department of Corrections as required by Florida State Statute 775.261

-Career Criminals must register upon their release from the Department of Corrections as required by Florida State Statute 775.261

-All convicted felons must register upon their release from the Department of Corrections as required by Florida State Statute 775.13

The Volusia Sheriff's Office shall maintain a Career Criminal Unit which coordinates the monitoring and management of all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons countywide. The Career Criminal Unit shall act as the Records Custodian for all documents relating to compliance or noncompliance of Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders, and felons with state law.

The Volusia Sheriff's Office Career Criminal Unit shall maintain a central database (Offender Watch®) on all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders, and felons living in Volusia County. This database shall be made available to all signatory law enforcement agencies and any requesting non-signatory law enforcement agency within Volusia County free of charge. The Career Criminal Unit will be the primary system administrator for the database and shall maintain and manage all users of the system to ensure compliance with state and federal laws. All participating signatory agencies will be requested to complete training using the database system for offender management purposes.

Upon receipt of notification that a new Sexual Predator, Sexual Offender, Career Criminal, or Florida Career Offender has moved into Volusia County or one has changed addresses or has been identified as

violating laws pertaining to the offender's classification, the Volusia Sheriff's Office Career Criminal Unit shall expediently notify the law enforcement agency having primary jurisdiction over the address of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender. This notification will be completed by electronic mail or by telephone to the appropriate agency or district.

Once the signatory law enforcement agencies receive the electronic email notification, the signatory agencies will complete an address verification check on the Sexual Predator, Sexual Offender, Career Criminal or Florida Career Offender within 48 hours. If the notification is a new law violation on an offender, the Career Criminal Unit will address the violation with the signatory law enforcement agency in the electronic mail notification in order for the appropriate action to be taken.

The Volusia Sheriff's Office Career Criminal Unit shall host quarterly training and intelligence exchange meetings regarding Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and felons as requested or needed.

Law Enforcement Agency Responsibilities:

Each signatory law enforcement agency has the primary responsibility for all Sexual Predators, Sexual Offenders, Career Criminals, Florida Career Offenders and felons living within its jurisdiction to include enforcement and compliance as described in Florida State Statute. The Volusia Sheriff's Office will not supersede or interfere with this responsibility except as required by law or by request of the primary law enforcement agency.

Each signatory law enforcement agency shall provide points of contact and electronic mail addresses to the Volusia Sheriff's Office Career Criminal Unit. These points of contact will receive Sexual Predator, Sexual Offender, Career Criminal and Florida Career Offender notifications in a timely manner.

Each signatory law enforcement agency shall conduct Sexual Predator community notifications, as described by Florida State Statute 775.21, within 48 hours of being notified of the presence of a Sexual Predator in their jurisdiction by the Career Criminal Unit.

Each signatory law enforcement agency shall verify the address of each Sexual Predator or Sexual Offender residing within its jurisdiction, at least quarterly, or upon request of the Career Criminal Unit. Additionally, each signatory law enforcement agency shall verify the address of each Career Criminal and Florida Career Offender residing within its jurisdiction, upon their initial release from the Department of Corrections or upon request from the Career Criminal Unit.

Each signatory law enforcement agency shall log all law enforcement activity, including all contacts, pertaining to specific Sexual Predators, Sexual Offenders, Career Criminals or Florida Career Offenders into the Volusia Sheriff's Office database (Offender Watch®). These records will document the activity no matter where the Sexual Predator, Sexual Offender, Career Criminal or Florida Career Offender moves or resides within the County of Volusia.

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

This agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file along with this signature page.

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_____

New Smyrna Beach Police Department, Interim Chief of Police Eric Feldman

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

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Orange City Police Department, Wayne Miller, Chief of Police
Date: .....

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Ormond Beach Police Department, Jesse Godfrey, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Ponce Inlet Police Department, Jeffrey Glazier, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Port Orange Police Department, Manuel Marino, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

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South Daytona Police Department, Mark Cheatham, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

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Deland Police Department, Jason Umberger, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Daytona Beach Police Department, Jakari Young, Chief of Police
Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Lake Helen Police Department, Robert Mullins, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Edgewater Police Department, Joseph Mahoney, Chief of Police

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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_____

Daytona Beach Shores Public Safety, Michael Fowler, Director
Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Office of the State Attorney, R.J. Larizza, State Attorney, 7th Judicial Circuit

Date: _____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal, Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding (2023)

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Holly Hill Police Department, Jeffrey Miller, Chief of Police

Date:_____

Party's Acceptance of the Sexual Predator, Sexual Offender, Career Criminal,
Florida Career Offender and Felon Compliance and Registration Memorandum of Understanding
(2023)

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Sheriff Volusia County, Michael J. Chitwood

Date:_____

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.Q
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Community Development		
Department :	Planning & Building		
Subject:	Live Local Act, Senate Bill 102		
Budget Impact:	There is no budget impact as the result of this disposition item.		
Summary:	On March 29, 2023, the Governor signed SB 102, known as the Live Local Act, into law that seeks to provide incentives to build affordable and workforce housing. The law is effective July 1, 2023. The Live Local Act preempts local government's land use and zoning regulations regarding zoning, density and height for the provision of affordable housing in commercial, industrial, and mixed use zoned areas. The purpose of this disposition item is to inform the City Commission of the pending law.		
Recommended Action:	The purpose of the disposition item is to inform the City Commission of the Live Local Act. No action is required at this time and additional staff research to implement the newly signed law is needed.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	4/10/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/10/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

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: April 18, 2023

Subject: Live Local Act, Senate Bill 102

Commission Goal: Community Development

Introduction

On March 29, 2023, the Governor signed Senate Bill (SB) 102, known as the Live Local Act into law that seeks to provide incentives to build affordable and workforce housing. The law is effective July 1, 2023. The purpose of this disposition item is to inform the City Commission of the pending law.

Background

The Live Local Act was signed into law on March 29, 2023 and is effective July 1, 2023. Attached to the packet is (1) Bill Analysis and Fiscal Impact Statement and (2) text of the Live Local Act. The law has a wide range of amendments to state level resources that is discussed in the bill analysis. The focus of this disposition item is the amendments that would impact local jurisdictions. City staff are reviewing SB 102 and additional information will be provided leading up to the implementation. Key parts of the legislation include:

1. A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection.
2. A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.
3. A municipality may not restrict the height of a proposed development authorized

under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, which is higher.

4. A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of the provisions establishing allowable densities, height, and land use.
5. Requires local governments to maintain a public, written policy that outlines procedures for expediting building permits and development orders for affordable housing.
6. Requires local governments to update and electronically publish an inventory of publicly owned property that may be appropriate for affordable and workforce housing.

Discussion

The Live Local Act preempts local government's land use and zoning regulations regarding zoning, density and height for the provision of affordable housing in commercial, industrial, and mixed use zoned areas. Staff is in the process of confirming the application of the new law. Below is staff's initial analysis:

Zoning:
The city's commercial zoning districts, except for the B-2, Neighborhood Commercial, allow for multifamily development at ten (10) units per acre. The industrial zoning district currently does not allow for residential development. The city does not have a designated mixed use zoning district and all the commercial areas (except for the B-2 zoning district) would allow for a mixture of uses. The Live Local Act would allow residential development within industrial zoned properties provided the affordable requirements as defined by state statute are met.

Density:
The city's commercial land use designations allow more density than the commercial zoning districts. The city land use designations allow the following density:

1. 32 units per acre: General Commercial and Tourist Commercial
2. 18 units per acre: Heavy Commercial
3. 15 units per acre: Residential, Office, Retail
4. 10 units per acre: Low Intensity Commercial
5. 0 units per acre: Public Institutional, Light Industrial/Utilities, and Heavy Industrial

The restriction of the zoning density was a policy decision to allow the Site Plan Review Committee to approve up to 10 units per acre administratively (no public hearing) and any project seeking a density of greater than 10 units per acre would require a public hearing.

The Live Local Act has the following actions regarding density:

1. A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed. This would allow the development at **32 units an acre** for a project that provides affordable housing as defined by state statute.
2. Industrially zoned properties that meet the Live Local Act requirements are allowed 32 units per acre.
3. The city cannot require Comprehensive Plan amendments, Special Exceptions, or Planned Developments for the use, density or building height for qualified projects.
4. Qualified projects that meet the Live Local Acts are required to be approved administratively with no public hearings.

Height:
The city zoning designations allow the following maximum height:

1. 75' maximum height: B-4, Central Business, B-6, Oceanfront Tourist Commercial, B-9, Boulevard, and B-10, Suburban Boulevard.
2. 50' maximum height: B-7, Highway Tourist Commercial
3. 45' maximum height: I-1, Light Industrial
4. 30' maximum height: B-1, Professional Office/Hospital Zoning District, B-5, Service Commercial, and B-8 (Commercial).

The Live Local Act requires the allowance of **a minimum of three (3) stories or the allowed height within the city within 1 mile of the proposed development**.

The above provisions are only for projects that provide at least 40 percent of the residential units in a proposed multifamily rental development that are, for a period of at least 30 years, affordable as defined in state statute 420.0004. Staff is continuing to research the new law and Comprehensive Plan and/or Land Development Code amendments may be necessary to implement the new state law.

Budget Impact

There is no budget impact as the result of this disposition item.

Citizen Impact

The Live Local Act seeks to provide incentives to build affordable and workforce housing. The legislation preempts local jurisdictions from utilizing their existing Comprehensive Plan land use categories and Land Development Code density, height and processes for qualified affordable housing projects. It is important to note that not every residential project would qualify for the zoning, density, and height exemptions.

The local impact is that there may be residential projects at a greater Land Development Code allowed density and height with no public hearings. In addition, industrially zoned property may be used for qualified affordable housing projects.

Recommendation

The purpose of the disposition item is to inform the City Commission of the Live Local Act. No action is required at this time and additional staff research to implement the newly signed law is needed.

Attachments:

1. Bill analysis and fiscal impact statement
2. Live Local Act, SB 102 text

Approvals:

Kelly A. McGuire

Date: April 10, 2023

Kelly McGuire, Finance Director

Date: April 10, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: April 12, 2023

Joyce Shanahan, City Manager

Live Local Act

Bill analysis and fiscal impact statement

Source:
https://flsenate.gov/Session/Bill/2023/102/?Tab=Analyses

The Florida Senate

BILL ANALYSIS AND FISCAL IMPACT STATEMENT

(This document is based on the provisions contained in the legislation as of the latest date listed below.)

Prepared By: The Professional Staff of the Committee on Appropriations

BILL:	CS/SB 102
INTRODUCER:	Appropriations Committee, and Senator Calatayud and others
SUBJECT:	Housing
DATE:	February 24, 2023
REVISED:	

	ANALYST	STAFF DIRECTOR	REFERENCE	ACTION
1.	Hackett	Ryon	CA	**Favorable**
2.	Nortelus	Sadberry	AP	**Fav/CS**

Please see Section IX. for Additional Information:

COMMITTEE SUBSTITUTE - Substantial Changes

I. Summary:

CS/SB 102 makes various changes and additions to affordable housing related programs and policies at both the state and local level.

Much of the bill involves the Florida Housing Finance Corporation (FHFC), a public-private entity that administers the two largest statewide affordable housing programs: the State Apartment Incentive Loan (SAIL) program and the State Housing Initiatives Partnership (SHIP) program. With regards to the FHFC, the bill:

- Provides up to $150 million annually to the SAIL program for certain specified uses such as infill and projects near military installations. These funds are to be redirected from the General Revenue service charge, and this provision sunsets 2033.
- Provides up to a $5,000 refund for sales tax paid on building materials used to construct an affordable housing unit funded through the FHFC.
- Creates a new tax donation program to allow corporate taxpayers to direct certain tax payments to the FHFC, up to $100 million annually, to fund the SAIL program.
- Codifies the Florida Hometown Heroes down payment assistance program, retaining the structure as it exists while increasing the monetary limit per loan and the scope of eligibility.
- Adds two members to the FHFC Board of Directors, one appointed by the leader of each chamber of the Legislature.
- Broadens the ability for the FHFC to invest in affordable housing developments for those in or aging out of foster care.
- Adds a requirement to its annual legislative budget request.
- Makes a technical amendment to the qualified contracts process.

With regards to other state-level resources, the bill:

- Revises the State Housing Strategy to align with current best practices and goals.
- Requires nonconservation land managers to analyze whether such lands would be more appropriately transferred to a local government for affordable housing related purposes.
- Clarifies current law to ensure all local government requests for surplus lands are expedited.
- Expands Job Growth Grant Fund eligibility to specifically authorize public infrastructure projects that support affordable housing.
- Increases the amount of tax credits available through the Community Contribution Tax Credit Program for affordable housing from $14.5 million to $25 million annually.

With regards to local governments, the bill:

- Preempts local governments' requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.
- Removes a local government's ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes provision in current law allowing local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the FHFC, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The bill also introduces three ad valorem property tax exemptions:

- An ad valorem tax exemption for land owned by a nonprofit entity that is leased for a minimum of 99 years for the purpose of providing affordable housing.
- An ad valorem tax exemption that applies to rent-restricted units within newly constructed or substantially rehabilitated developments setting aside at least 70 units for affordable housing for households earning 120 percent of area median income or less.
- Authorizes counties and municipalities to offer, through ordinance, an ad valorem tax exemption to property owners who dedicate units for affordable housing for households earning 60 percent of area median income or less.

The bill contains the following appropriations to the FHFC:

- $100 million in non-recurring funds from the General Revenue Fund to implement the Florida Hometown Heroes Program;

- $252 million in non-recurring funds from the Local Government Housing Trust Fund for the SHIP program;
- $150 million in recurring funds from the State Housing Trust Fund for SAIL projects funded by the General Revenue service charge redirect in the bill.
- $109 million in non-recurring funds from the State Housing Trust Fund for the SAIL program; and
- $100 million in non-recurring funds from the General Revenue Fund to implement a competitive loan program to alleviate inflation-related cost increases for FHFC-approved multifamily projects that have not yet commenced construction.

See Section V., Fiscal Impact Statement, for Revenue Estimating Conference analysis on individual components of the bill.

Except as otherwise provided, the bill takes effect July 1, 2023.

II. Present Situation:

The present situation for each issue is described below in Section III, Effect of Proposed Changes.

III. Effect of Proposed Changes:

Present Situation:

Affordable Housing

One major goal at all levels of government is to ensure that citizens have access to affordable housing. Housing is considered affordable when it costs less than 30 percent of a family's gross income. A family paying more than 30 percent of its income for housing is considered "cost burdened," while those paying more than 50 percent are considered "extremely cost burdened." Severely cost burdened households are more likely to sacrifice other necessities such as healthy food and healthcare to pay for housing, and to experience unstable housing situations such as eviction.

Affordable housing is defined in terms of household income. Resident eligibility for Florida's state and federally funded housing programs is typically governed by area median income (AMI) levels. These levels are published annually by the U.S. Department of Housing and Urban Development (HUD) for every county and metropolitan area. The following are standard household income level definitions and their relationship to the 2022 Florida state AMI of $78,300 for a family of four (as family size increases or decreases, the income range also increases or decreases):[1]

- Extremely low income – earning up to 30% AMI (at or below $ 23,500);[2]
- Very low income – earning from 30.01 to 50% AMI ($23,501 to $39,150);[3]

[1] U.S. Department of Housing and Urban Development, *Income Limits, Access Individual Income Limits Areas – Click Here for FY 2022 IL Documentation*, available at https://www.huduser.gov/portal/datasets/il.html#2022 (last visited January 25, 2023).
[2] Section 420.0004(9), F.S.
[3] Section 420.0004(17), F.S.

- Low income – earning from 50.01 to 80% AMI ($39,151 to $62,650);[4] and
- Moderate income – earning from 80.01 to 120% of AMI ($62,651 to $94,000).[5]

To illustrate, below are examples of income thresholds from various counties in Florida:

AMI % Single Income	30%	60%	80%	120%	150%
Miami-Dade	20,490	40,980	54,640	81,960	102,450
Collier	19,830	39,660	52,880	79,320	99,150
Leon	17,070	34,140	45,520	68,280	85,350
Bradford[6]	12,750	25,500	34,000	51,000	63,750

AMI % Family of 4	30%	60%	80%	120%	150%
Miami-Dade	29,250	58,500	78,000	117,000	146,250
Collier	28,290	56,580	75,440	113,160	141,450
Leon	24,360	48,720	64,960	97,440	121,800
Bradford[7]	18,210	36,420	48,560	72,840	91,050

Housing costs reflect what people are willing to pay to live in an area, which may make it difficult for the workforce, elders, and people with disabilities to find affordable homes and apartments. The government helps make housing affordable through decreased monthly rent or mortgage payments so that income eligible families are able to pay less for housing than it would otherwise cost at "market rate." Lower monthly payments or down payment assistance is a result of affordable housing financing.

Florida Housing Finance Corporation

The 1997 Legislature created the Florida Housing Finance Corporation (FHFC) as a public-private entity to assist in providing a range of affordable housing opportunities for Floridians.[8] The FHFC is a corporation held by the state and housed within the Department of Economic Opportunity (DEO). The FHFC is a separate budget entity and its operations, including those relating to personnel, purchasing, transactions involving real or personal property, and budgetary matters, are not subject to control, supervision, or direction by the DEO.[9]

The goal of the FHFC is to increase the supply of safe, affordable housing for individuals and families with very low to moderate incomes by stimulating investment of private capital and encouraging public and private sector housing partnerships. As a financial institution, the FHFC administers federal and state resources to finance the development and preservation of affordable rental housing and assist homebuyers with financing and down payment assistance.

[4] Section 420.0004(11), F.S.
[5] Section 420.0004(12), F.S.
[6] This threshold applies to 18 counties: Bradford, DeSoto, Dixie, Glades, Hamilton, Hardee, Hendry, Holmes, Jackson, Levy, Liberty, Madison, Okeechobee, Putnam, Suwanee, Taylor, Union, and Washington.
[7] *Id.*
[8] Chapter 97-167, Laws of Fla. From 1980 through 1997, the former Florida Housing Finance Agency, placed within the former Department of Community Affairs, performed similar duties.
[9] Section 420.504(1), F.S.

Funding for Affordable Housing

The FHFC draws and administers funds from federal programs through federal tax credits and the HUD,[10] from the state through the State Housing Trust Fund and Local Government Housing Trust Fund,[11] both funded by documentary stamp taxes, as well as ad hoc individual legislative appropriations, and through program income, which consists primarily of funds from successful loan repayment that is recycled into the program it came from.

Documentary Stamp Tax

The documentary stamp tax imposes an excise tax on deeds or other documents that convey an interest in Florida real property. The tax comprises two taxes imposed on different bases at different tax rates. The first tax rate is 70 cents on each $100 of consideration for deeds, instruments, or writings whereby lands, tenements, or other real property or interests that are granted, assigned, transferred, conveyed or vested in a purchaser.[12] The second tax rate is 35 cents per each $100 of consideration for certificates of indebtedness, promissory notes, wage assignments, and retail charge account agreements.[13] Revenue collected from the documentary stamp tax is divided between the General Revenue Fund and various trust funds[14] according to the statutory formula in ch. 201, F.S.

Housing Trust Funds

The State Housing Trust Fund, administered by the FHFC,[15] is "to be used for new construction and substantial rehabilitation of housing, to improve the state's ability to serve first-time homebuyers, and to increase the affordability and availability of the housing stock in the State of Florida."[16] The 1992 Sadowski Act increased documentary stamp tax rates and provided for a certain proportion of documentary stamp tax revenues to be distributed to the State Housing Trust Fund. A large portion of these funds are utilized in the State Apartment Incentive Loan (SAIL) Program.

The Local Government Housing Trust Fund, administered by the FHFC,[17] is used to fund the State Housing Initiatives Partnership (SHIP) Program, which was created "for the purpose of providing funds to local governments as an incentive for the creation of partnerships to produce and preserve affordable housing."[18] A certain proportion of documentary stamp tax revenues are distributed to the Local Government Housing Trust Fund.

[10] *See* ss. 420.507(33) and 159.608, F.S.
[11] Section 201.15, F.S.
[12] Section 201.02(1), F.S.
[13] Sections 201.07 and 201.08, F.S.
[14] The Land Acquisition Trust Fund, the State Transportation Trust Fund, the State Economic Enhancement and Development Trust Fund, the General Inspection Trust Fund, the Water Protection and Sustainability Program Trust Fund, the Resilient Florida Trust Fund, the State Housing Trust Fund, and the Local Government Housing Trust Fund.
[15] Chapter 92-317, ss. 1-35, Laws of Fla; Section 420.0005, F.S.
[16] Chapter 88-376, s. 2, Laws of Fla.; s. 420.003(5), F.S. (1988).
[17] Section 420.9079, F.S
[18] Chapter 92-317, s. 32, Laws of Fla.; s. 420.9072, F.S. (1992).

State Apartment Incentive Loan (SAIL) Program

The SAIL Program is administered by the FHFC and provides low-interest loans on a competitive basis to multifamily affordable housing developers.[19] These funds often serve to bridge the gap between the development's primary financing and the total cost of the development. SAIL dollars are available for developers proposing to construct or substantially rehabilitate multifamily rental housing.[20]

At a minimum, developments financed by SAIL must set aside 20 percent of units for households at or below 50 percent of AMI, or if the development also receives Low Income Housing Tax Credits[21] (LIHTC), 40 percent of units for households up to 60 percent of AMI.[22] Loan interest rates are set at zero percent for those developments that maintain 80 percent of their occupancy for farmworkers, commercial fishing workers or homeless people. The interest rates are set at one percent for all other developments. Generally, loans are issued for 15 years and cover approximately 25 to 35 percent of the total development cost.

Development Funding Selection Process

SAIL funding is distributed by the FHFC through a competitive solicitation process.[23] Each year the FHFC issues several requests for application, formal offers of funding that require hopeful developers to give the FHFC detailed information related to the development. These requests for application vary by geography and needs of the community, based on a statewide market study.[24] Applications are then reviewed and scored by the FHFC, based on a number of criteria, and awards are made from the highest scoring applications.[25]

To illustrate, in 2022 one request for application was entitled "SAIL Financing for the Construction of Workforce Housing in Monroe County."[26] This request stated that up to $5.52 million in SAIL financing would be awarded for a Monroe County based development serving workforce income households (up to 120% AMI), in addition to $1.8 million of LIHTC financing available for award to developments serving low income households (up to 60% AMI). Applicants filed detailed information, including developer experience, development characteristics, proposed location, set-aside commitments, and existing financing. Applications

[19] Section 420.5087, F.S.
[20] See Florida Housing Finance Corporation, *State Apartment Incentive Loan*, available at https://floridahousing.org/programs/developers-multifamily-programs/state-apartment-incentive-loan (last visited February 3, 2022).
[21] Low Income Housing Tax Credits are a financial instrument administered by the Department of Housing and Urban Development that provide financing for low income housing developments. Credits are allocated to states on a per capita basis and state-level administration is performed by FHFC. Eligible developments are income-limited similarly to SAIL requirements.
[22] Section 420.5087(2), F.S.
[23] Section 420.5087(1), F.S.
[24] *Id.*, *see also* Fla. Admin. Code R. Ch 67-60.
[25] For the full list of statutory criteria, *see* s. 420.5087(6)(c), F.S. Additional criteria and scoring mechanics can be set by FHFC.
[26] Florida Housing Finance Corporation, *Request for Applications 2022-208*, March 7, 2022, available at https://www.floridahousing.org/docs/default-source/programs/competitive/2022/2022-208/3-7-22-final-2022-208-workforce_bookmarked08e499c2fb0d6fb69bf3ff00004a6e0f.pdf?sfvrsn=ce9f67b_0 (last visited December 29, 2022).

were reviewed and ultimately one was awarded the full amount available. The resulting development following award will have 98 units, with each unit set aside as follows:

- 10 percent of the units will serve households at or below 25% AMI;
- 40 percent of the units will serve households at or below 60% AMI; and
- 50 percent of the units will serve households between 60% and 120% AMI.[27]

These set-asides for affordable housing set two limits on an apartment: the rent is limited to make the apartment affordable to someone at the target income, and potential renters must submit proof of income beneath the target before becoming eligible renters. Set-asides are generally governed by a Land Use Restrictive Agreement (LURA), which is recorded by the county clerk's office and runs with the land. A LURA can also include a time period associated with restriction compliance enforced by the IRS, HUD, or other housing authority.[28] Both the FHFC and local governments utilize LURAs to enforce requirements that developers receiving funding indeed go on to provide affordable housing.

The same competitive solicitation process is used to distribute many different types of funding routed through the FHFC. The FHFC is the state's administrator for all federal affordable housing programs, which include LIHTC, HOME investment partnerships and the National Housing Trust Fund program via the HUD, and Multifamily Mortgage Revenue Bonds. The process is also used for other state programs such as the Elderly Housing Community Loan Program.[29] Certain funding sources can also be paired to ensure a greater number of projects are funded.

External Funding for SAIL Projects

SAIL funding operates as gap financing, which means it provides the last amount needed to secure a development's future. There are several sources of funding that an affordable housing development will take advantage of:

- FHFC Loans and Grants, which result from state appropriations;
- Traditional financing through bank loans and bond issuance;
- Local government investment;
- Private funds directly raised or put forth by the developer; and
- LIHTC.

Housing credits are a financial instrument, tax credits, issued through the LIHTC program.[30] After being allocated a certain amount of tax credits by the federal government based on population and need, the FHFC allocates the funding to affordable housing developers. There are two types of credits:

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[27] *See* Lofts at Bahama Village, Application Package for RFA 2022-208, Application Number 2022-265CS, available at https://www.floridahousing.org/programs/developers-multifamily-programs/competitive/submitted-rfas?RFA=2022208 (last visited December 29, 2022).

[28] Commercial Real Estate Finance Company of America, *Multifamily Housing – Land Use Restrictive Agreement (LURA) LIHTC*, available at https://www.crefcoa.com/land-use-restrictive-agreement.html (last visited February 4, 2023).

[29] SB 102's focus, as it relates to multifamily development loans, is SAIL funding. For more on the programs referred to in this paragraph, *see generally* Florida Housing Finance Corporation, *2021 Annual Report*, January 30, 2022, available at https://issuu.com/fhfc/docs/2021_annual_report (last visited December 29, 2022).

[30] Florida Housing Finance Corporation, *Housing Credits*, available at https://www.floridahousing.org/programs/developers-multifamily-programs/low-income-housing-tax-credits (last visited January 5, 2023).

- 9 percent credits, which are more valuable and limited. These are competitively bid for and can typically fund two-thirds of a development's total cost; and
- 4 percent credits, which are not limited and considered "non-competitive." These typically fund one third of a development's total cost.

General Revenue Service Charge Redirect for SAIL Program

Section 201.15, F.S., prescribes the distribution of revenues from the excise tax on documents. After payments on certain outstanding bonds and a distribution to the Land Acquisition Trust Fund, eight percent of total collections is deducted as the General Revenue service charge required by s. 215.20(1), F.S. This charge is intended to represent a share of the cost of general government. The remaining revenues from the excise tax on documents are distributed to various trust funds, including the State Housing and Local Government Housing Trust Funds, pursuant to s. 201.15, F.S.

Effect of Proposed Changes:

The bill provides for $150 million to be redirected from the General Revenue service charge to the State Housing Trust Fund for use in the SAIL program, with certain priorities and goals attached. These goals include projects focused on infill and maximizing existing infrastructure, the use and lease of public lands, projects near military installations, and projects meeting the needs of certain groups such as the elderly and those aging out of foster care. This funding is annually recurring, and will be repealed on July 1, 2033. A section-level breakdown follows.

Section 10 amends s. 201.15, F.S., to provide that, after documentary stamp tax revenue distributions to the Land Acquisition Trust Fund and before any other distributions, the lesser of 8 percent of the remainder or $150 million is paid to the credit of the State Housing Trust Fund to be utilized pursuant to s. 420.50871, F.S., created by section 30. The remainder of the 8 percent shall be paid into the General Revenue Fund, constituting the General Revenue service charge. The section removes other references to the General Revenue service charge.

Section 11 provides that the amendments made by section 10 expire on July 1, 2033, and the text of that section shall revert to that in existence before the bill's passage but for any amendments by other legislation which are not dependent on the portions of the text which expire.

Section 14 creates s. 215.212, F.S., to exempt documentary stamp taxes from the General Revenue service charge, in accordance with the amendments made by Section 10 which provide the same 8 percent charge in another form. This section is also repealed July 1, 2033.

Section 15 amends s. 215.22, F.S., to make a technical conforming change. **Section 16** likewise provides that the amendments made by section 15 expire on July 1, 2033, and the text of that section shall revert to that in existence before the bill's passage but for any amendments by other legislation which are not dependent on the portions of the text which expire.

Section 32 creates s. 420.50871, F.S., which provides the allocation of revenues derived by the amendments made by section 10. The $150,000,000 allocated to the State Housing Trust Fund

by section 10 are to be used by the FHFC under the SAIL program, with specific requirements as follows:

Seventy percent of the funds must be used to issue competitive requests for application to finance projects that:

- Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. This mechanism involves building a new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.
- Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.
- Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.
- Provide housing near military installations in this state.

The remaining 30 percent must be used to finance any of the following projects which:

- Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.
- Address needs of young adults who age out of the foster care system.
- Meet the needs of elderly persons.
- Provide housing to meet the needs in areas of rural opportunity, designated pursuant to s. 288.0656, F.S.

One project need not meet all of the goals listed for each allocation group, but each goal must be targeted for development. The bill instructs the FHFC to coordinate with the appropriate state department or agency for each goal, and to prioritize projects providing mixed-income developments. Funds allocated under this section must remain within the requirements of this section, but the FHFC may allocate outside funds (e.g. from the wider SAIL program) to supplement these funds.

This section is repealed on June 30, 2033.

Section 33 directs the Division of Law Revision to make technical amendments to bill when published into law.

Present Situation:

Florida Sales Tax Refund for SAIL Developments

Florida levies a six percent sales and use tax on the sale or rental of most tangible personal property,[31] admissions,[32] transient rentals,[33] and a limited number of services. Chapter 212, F.S.,

[31] Section 212.05(1)(a)1.a., F.S.
[32] Section 212.04(1)(b), F.S.
[33] Section 212.03(1)(a), F.S.

contains provisions authorizing the levy and collection of Florida's sales and use tax, as well as the exemptions and credits applicable to certain sales. Sales tax is added to the sales price of the taxable good or service and collected from the purchaser at the time of sale.[34]

Counties are authorized to impose local discretionary sales surtaxes in addition to the state sales tax.[35] A surtax applies to "all transactions occurring in the county which transactions are subject to the state tax imposed on sales, use, services, rentals, admissions, and other transactions by [ch. 212, F.S.], and communications services as defined in ch. 202."[36] The discretionary sales surtax is based on the tax rate imposed by the county where the taxable goods or services are sold or delivered. Discretionary sales surtax may be levied in a range of 0.5 to 2.5 percent.[37]

Effect of Proposed Changes:

Section 12 (in part) amends s. 212.08(5)(v), F.S., to provide up to a $5,000 refund for sales tax paid on building materials used to construct an affordable housing unit funded through the FHFC.

The bill provides that building materials used in eligible residential units are exempt from sales tax under certain circumstances. The exemption takes the form of a post-construction refund to the owner, and may not exceed the lesser of $5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials per unit. A refund will not be granted unless it exceeds $500. This refund does not apply to affordable housing developments for which construction began prior to July 1, 2023.

In order to receive the refund, the owner of the applicable residential units must submit a review request to the Department of Revenue (DOR) within six months of the units' completion, including the following:

- The applicant's name and address;
- An address and parcel number of the improved real property;
- A description of the eligible residential units;
- A copy of the units' building permit;
- A sworn statement from the general contractor or owner specifying the building materials, their cost and sales tax; and
- A certification by the building code inspector that the unit is substantially completed.
- A copy of the LURA with the FHFC for the eligible units.

The exemption may also be claimed by a local government, agency, or nonprofit community-based organization if the building materials are paid for from the funds of a grant or loan program similar to SHIP. In this instance, the local government, agency, or organization would submit the same request as above.

The DOR may adopt rules to implement the directives of this section.

[34] Section 212.07(2), F.S.
[35] Section 212.055, F.S.
[36] Section 212.054(2)(a), F.S.
[37] Office of Economic and Demographic Research, *Florida Tax Handbook*, 227-228 (2021), *available at* http://edr.state.fl.us/Content/revenues/reports/tax-handbook/taxhandbook2021.pdf (last visited Dec. 06, 2021).

The DOR will additionally move 10 percent of the value of the refund from the Local Government Half-Cent Sales Tax Clearing Trust Fund to the General Revenue Fund in order to reflect the sales tax refund.

Present Situation:

"Live Local Program" - Tax Credit Program benefiting SAIL Program

The Florida Tax Credit Scholarship Program (FTC) was created in 2001[38] and allows taxpayers to make private, voluntary contributions to scholarship-funding organizations (SFOs) that can then be awarded as scholarships to eligible low-income students for private school tuition and fees. Taxpayers can receive a tax credit for use against their liability for corporate income tax, insurance premium tax, oil and gas production tax, use tax under a direct pay permit or alcoholic beverage taxes on beer, wine, and spirits.[39] The tax credit is equal to 100 percent of the eligible contributions made.[40] To receive a tax credit the taxpayer must submit an application to the DOR and specify each tax for which the taxpayer requests a credit and the applicable taxable or state fiscal year for the credit.[41] Taxpayers can rescind tax credits, which will become available to another eligible taxpayer in that fiscal year.[42]

Described below are select taxes imposed by Florida on certain businesses and products within the state.

- Corporate Income Tax: Florida imposes a 5.5 percent tax on the taxable income of certain corporations and financial institutions doing business in Florida.[43] Corporate income tax is remitted to the DOR and distributed to the General Revenue Fund.
- Insurance Premium Tax: Florida imposes a 1.75 percent tax on most Florida insurance premiums.[44] Insurance premium taxes are paid by insurance companies under ch. 624, F.S., and are remitted to the DOR. These revenues are distributed to the General Revenue Fund with additional distributions to the Insurance Regulatory Trust Fund, the Police & Firefighters Premium Tax Trust Fund, and the Emergency Management Preparedness & Assistance Trust Fund.

Effect of Proposed Changes:

Section 34 creates s. 420.50872, F.S., to establish the "Live Local Program," a tax credit program benefiting the SAIL program.

Under the Live Local Program, businesses that make monetary donations to the FHFC to fund the SAIL program may receive a dollar-for-dollar credit against either corporate income or

[38] Section 1002.395, F.S.
[39] Section 1002.395(1) and (5), F.S.
[40] Sections 220.1875 and 1002.395(5), F.S.
[41] Section 1002.395(5)(b), F.S.
[42] Section 1002.395(5)(e), F.S.
[43] Sections 220.11(2) and 220.63(2), F.S.
[44] Section 624.509, F.S. (Different tax rates apply to wet marine and transportation insurance, self-insurance, and annuity premiums.)

insurance premium taxes. New sections are created in each of the applicable tax chapters to create the credit. The annual tax credit cap for all credits under the program is $100 million.

The FHFC must expend all of the contributions received under the Live Local Program for the SAIL program. From the amount received, the FHFC may use up to $25 million to provide loans for the construction of large-scale projects of significant regional impact. These projects must include a substantial civic, educational, or health care component, and may incorporate commercial use.

Such a loan must be made in accordance with the practices and policies of the SAIL program, through a competitive application process, and must not exceed 25 percent of the development's total costs. The FHFC must find that such a loan provides a unique opportunity for investment alongside local government participation that enables the creation of a significant amount of affordable and workforce housing.

Application and Approval of Tax Credits by the DOR

Taxpayers that wish to participate in the program by making a donation to the initiative must apply to the DOR beginning October 1, 2023, for an allocation of tax credit. The taxpayer must specify in the application each tax for which the taxpayer requests a credit, the applicable taxable year for a credit under s. 220.1878 (regarding corporate income tax and created by **section 21**) or s. 624.51058, F.S. (regarding insurance premium taxes and created by **section 41**). The DOR is required to approve the tax credits on a first-come, first-served basis.

Any unused credit may be carried forward up to ten taxable years. The bill generally does not allow a taxpayer to convey, transfer, or assign the credit to another entity unless all of the assets of the taxpayer are conveyed, transferred, or assigned in the same transaction. Upon approval of the DOR, transfers may be made between members of an affiliated group of corporations if the credit transferred will be taken against the same type of tax. Credits earned under this program are to be accounted for in calculating the underpayment of estimated corporate income taxes, as well as associated penalties and interest.

A taxpayer may apply to the DOR to rescind all or part of an approved tax credit. The amount rescinded becomes available for that state fiscal year to another eligible taxpayer as approved by the DOR if the taxpayer receives notice that the rescindment has been accepted.

The bill allows the DOR and the FHFC to share information and develop a cooperative agreement to assist in the administration of the program, and the DOR is further authorized to adopt rules. Additionally, the bill requires the DOR, by August 15, 2023, and each year thereafter, to determine the 500 taxpayers with the greatest total corporate income or franchise tax liability and notify those taxpayers of the existence of the Live Local Program and the process to participate.

Section 13 amends s. 213.053, F.S., to direct the DOR to make available to the FHFC information for the purpose of administering the Live Local program.

Present Situation:

SAIL Developments for Those in Foster Care or Those Aging out of Foster Care

Current law provides that the FHFC may prioritize a portion of SAIL funding set aside for persons with special needs to provide funding for the development of newly constructed permanent rental housing *on a campus* that provides housing for persons in foster care or persons aging out of foster care.[45] This housing must promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to successfully transition to independent living and adulthood.

Effect of Proposed Changes:

Section 31 amends s. 420.5087(10), F.S., to remove the requirement that the prioritized developments for persons in foster care or aging out of foster care be "on a campus" that provides housing for such persons, in order to add flexibility to the types of developments the FHFC can fund.

Present Situation:

State Housing Initiatives Partnership (SHIP) Program

The SHIP Program was created in 1992[46] to provide funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The SHIP program provides funds to all 67 counties and 52 Community Development Block Grant[47] entitlement cities on a population-based formula to finance and preserve affordable housing based on locally adopted housing plans.[48] The program was designed to serve very-low, low-, and moderate-income families and is administered by the FHFC. SHIP funds may be used to pay for emergency repairs, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buydowns, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling.[49]

Funds are expended per each local government's adopted Local Housing Assistance Plan (LHAP), which details the housing strategies it will use.[50] Local governments submit their LHAPs to the FHFC for review to ensure that they meet the broad statutory guidelines and the requirements of the program rules. The FHFC must approve an LHAP before a local government may receive the SHIP funding.

[45] Section 420.5087(10), F.S.
[46] Chapter 92-317, Laws of Fla.
[47] The CDBG program is a federal program created in 1974 that provides funding for housing and community development activities.
[48] *See* ss. 420.907-420.9089, F.S.
[49] Section 420.072(7), F.S.
[50] Section 420.9075, F.S. Section 420.9075(3), F.S., outlines a list of strategies LHAPs are encouraged to employ, such as helping those affected by mobile home park closures, encouraging innovative housing design to reduce long-term housing costs, preserving assisted housing, and reducing homelessness.

Certain statutory requirements restrict a local government's use of funds made available under the SHIP program (excluding amounts set aside for administrative costs):

- At least 75 percent of SHIP funds must be reserved for construction, rehabilitation, or emergency repair of affordable, eligible housing;[51] and
- Up to 25 percent of SHIP funds may be reserved for allowed rental services.[52]

Within those distributions by local governments, additional requirements must be met:

- At least 65 percent of SHIP funds must be reserved for home ownership for eligible persons;[53]
- At least 20 percent of SHIP funds must serve persons with special needs;[54]
- Up to 20 percent of SHIP funds may be used for manufactured housing;[55] and
- At least 30 percent of SHIP funds must be used for awards to very-low-income persons or eligible sponsors serving very-low-income persons, and another 30 percent must be used for awards for low-income-persons or eligible sponsors serving low-income persons.[56]

Florida Housing Finance Corporation Homeownership Programs

The FHFC's primary function is administering a variety of programs to assist in the development and rehabilitation of affordable housing stock, provide low interest loans for first-time homebuyers, provide down payment assistance and reduce closing costs, and assist in the housing side of disaster recovery. The following programs focus primarily on aiding first-time homebuyers into stable homeownership by reducing mortgage payments and onerous one-time costs associated with purchasing a home.

Homebuyer Loan Programs

The FHFC's homebuyer loan programs offer 30-year fixed-rate first mortgage loans originated by a network of participating lenders throughout Florida. The programs are offered to eligible first time homebuyers[57] who meet income, purchase price and other program criteria; can qualify for a loan; and successfully complete a homebuyer education course.[58] Borrowers who qualify

[51] Section 420.9075(5)(c), F.S.
[52] Section 420.9075(5)(b), F.S. However, a local government may not expend money distributed to it to provide ongoing rent subsidies, except for: security and utility deposit assistance; eviction prevention not to exceed six months' rent; or a rent subsidy program for very-low-income households with at least one adult who is a person with special needs or is homeless, not to exceed 12 months' rental assistance.
[53] Section 420.9075(5)(a), F.S. "Eligible person" or "eligible household" means one or more natural persons or a family determined by the county or eligible municipality to be of very low income, low income, or moderate income based upon the annual gross income of the household.
[54] Section 420.9075(5)(d), F.S.
[55] Section 420.9075(5)(e), F.S.
[56] Section 420.9075(5)(g)2., F.S.
[57] The IRS definition of "first-time homebuyer," generally accepted by Florida agencies and corporations, is a person who has not owned and occupied their primary residence for the past three years. *See Homebuyer Overview*, FHFC, available at https://www.floridahousing.org/programs/homebuyer-overview-page (last visited December 15, 2021).
[58] FHFC funds homebuyer loans through various transaction types, including (a) the specified pool market, (2) tax-exempt bonds, and (3) forward delivery/To Be Announced (TBA) market.

for a first mortgage program may access one of the FHFC's down payment assistance (DPA) programs.[59]

Down Payment Assistance

The FHFC administers multiple DPA programs available to first time homebuyers utilizing a FHFC first mortgage loan product. DPA is typically offered as a low- or zero-rate loan, in the form of a second mortgage,[60] to secure funding for down payments, closing costs, mortgage insurance premiums, or principal reduction to the first mortgage.[61] FHFC DPA programs are funded from a mix of sources including documentary stamp tax revenue, special legislative appropriation, and FHFC program income, which is primarily returned loan money. The various programs differ in terms of eligibility, ranging up to 120 percent AMI, requirements, such as also having been approved for a first mortgage through the FHFC, and terms, some including forgivable loans.

Hometown Heroes Program

In 2022, pursuant to the 2022 General Appropriations Act,[62] the FHFC created the Hometown Heroes Program, a new homeownership assistance program.[63] Under the program, eligible purchasers have access to 0-interest rate loans to reduce the amount of down payment and closing costs from $10,000 to a maximum of 5 percent or $25,000, whichever is less. Loans must be repaid when the property is sold, refinanced, rented, or transferred unless otherwise approved by the FHFC.

Such loans are available to those first-time homebuyers seeking first mortgages whose family incomes do not exceed 150 percent of the state or local AMI, whichever is greater, and are employed in certain necessary professions such as law enforcement officers, educators, healthcare professionals, and active military or veterans (combining the previous Salute our Soldiers Program).[64] The requirement to be a first-time homebuyer does not apply to those qualifying as servicemembers or veterans.

The FHFC was appropriated $100 million in 2022 to establish the Hometown Heroes Program.[65] As of February 17, 2023, the program has provided over $58 million in assistance in 3,990 loans.

[59] *See* Florida Housing Finance Corporation, *2020 Annual Report*, p. 13, available at https://www.floridahousing.org/data-docs-reports/annual-reports (last visited November 30, 2021).
[60] A second mortgage is a subordinate mortgage made while the original is still in effect.
[61] Only one FHFC DPA program can be used by a borrower.
[62] HB 5001, specific appropriation 2289 (2022 Reg. Session).
[63] Florida Housing Finance Corporation, *Florida Hometown Heroes Housing Program*, available at https://www.floridahousing.org/programs/homebuyer-overview-page/hometown-heroes (last visited January 10, 2023).
[64] *See* Eligible Occupations for FL Hometown Heroes Loan Program, available at https://www.floridahousing.org/docs/default-source/programs/homebuyers/hometown-heroes/eligible-occupations.pdf?sfvrsn=238ff57b_6 (last visited February 4, 2023).
[65] Supra note 62.

Effect of Proposed Changes:

Section 35 creates s. 420.5096, F.S., to codify the Florida Hometown Heroes Program. The program created by the bill will operate as the current Hometown Heroes program with the following differences:

- Eligibility remains based on income being at or below 150 percent AMI and one's ability to qualify for a first mortgage, however the occupation qualifiers that currently apply to the Hometown Heroes program are omitted. A prospective borrower must be a Florida resident and employed full-time (35 hours or more per week) by a Florida-based employer.
- The maximum amount available per loan is raised from $25,000 to $35,000, while the cap of 5 percent of purchase price is maintained.
- The bill specifies that loans made under this program may be used for the purchase of manufactured homes, as defined by s. 320.01(2)(b), that were constructed after August 1, 1994, and are titled as either real or tangible personal property.

Present Situation:

Additional Provisions Related to the Florida Housing Finance Corporation

Legislative Budget Request

As SAIL funding can be used in several ways (for example new unit production, rehabilitation, and maintenance of affordable units), and is often utilized to draw down federal funding from tax credits and grant funds, the effects of SAIL funding are variable on a per-dollar basis. The amount of funding needed annually to maximize state and local funding toward the production of new affordable units is calculable by analyzing the various sources and matching state funding with federal funding.

The FHFC prepares and submits an annual legislative budget request to the Secretary of the DEO containing a request for operational expenditures and a separate request for other authorized corporation programs.[66]

Effect of Proposed Changes:

Section 29 amends s. 420.507(30), F.S., to require that the FHFC legislative budget requests include, for informational purposes, the amount of state funds necessary to fully utilize all federal housing funds in the fiscal year to maximize the production of new, affordable multifamily housing units.

Section 30 provides that this provision expires July 1, 2033, unless otherwise acted upon by the Legislature.

[66] Section 420.507(30), F.S.

Present Situation:

Qualified Contracts

Of the affordable housing financing options provided by the federal government, Low Income Housing Tax Credits (LIHTC)[67] are among the most commonly used. When a property is financed using LIHTC the federal government typically requires the property be utilized for affordable housing for at least 30 years.[68] This time period is divided into the first 15 years, the "initial compliance period," and the rest, an "extended use period."

After 14 years the owner of an affordable housing development may request that the FHFC seek a purchaser who will continue to operate the affordable portions of the development as affordable housing, what's referred to as the "qualified contract process." Many developments, particularly those who receive the most lucrative LIHTC, waive the right to enter this process, and must remain affordable housing for the duration of the agreed upon time. After a developer requests a qualified contract, if the FHFC is unable to present a buyer during the subsequent 1-year period the extended use period of the property as affordable housing will end, and the property can be utilized for market-rate housing.[69]

This "qualified contract process" relies on the FHFC marketing the property and returning to the owner with a "bona fide contract," showing that they have found a buyer in order to maintain the affordable housing requirement. The price for the affordable housing portion of the sale is set according to a formula designed to give the owner an inflation adjusted return on its original equity contribution.[70] The bona fide contract, as provided by administrative rule is:

> …a contract for sale signed by the purchaser, which states that acceptance of the contract is contingent upon approval by the Corporation, and must provide for an initial earnest money deposit (the initial deposit) from the purchaser in the minimum amount of $50,000 and obligate the purchaser to make a second earnest money deposit (the second deposit) (the initial and second deposits shall be refundable in the event of the seller's failure to deliver insurable title or in the event of seller's default, otherwise the deposits shall be non-refundable) equal to three (3) percent of the qualified contract price.[71]

If the FHFC is able to procure a purchaser and present the owner with such a bona fide contract within the one year period, regardless of whether the owner accepts, rejects, or fails to act upon the contract, the property will continue to be subject to its extended use agreement as affordable housing.[72] If the owner accepts the offer, the property will be sold to the purchaser. If the owner

[67] Low Income Housing Tax Credits are provided by the federal government to rental housing developers in exchange for a commitment to provide affordable rents and are usually sold to investors to raise project equity. The LIHTC program is governed by the U.S. Department of Treasury and Florida's allocation is administered by Florida Housing. Under the LIHTC program, successful applicants are provided with a dollar-for-dollar reduction in federal tax liability in exchange for the development or rehabilitation of units to be occupied by very low- and low-income households.
[68] Internal Revenue Code Section 42(h)(6)(A).
[69] Internal Revenue Code Section 42(h)(6)(E)(i)(II).
[70] Internal Revenue Code Section 42(h)(6)(F).
[71] Fla. Admin. Code R. 67-48.031.
[72] Fla. Admin. Code R. 67-48.031(11).

rejects the offer or fails to act upon the offer, the owner will continue to be subject to the extended use agreement and cannot submit another qualified contract request for the development.

In 2022, the Legislature codified certain definitions and procedures related to the qualified contract process. In doing so, the moment when a bona fide contract becomes a qualified contract shifted from when the purchaser makes the first deposit to when the second earnest money deposit is made.[73] However, under the scenario where the seller refuses to sell after being presented a bona fide offer the second deposit will never be made, making this definition unworkable.

Effect of Proposed Changes:

Section 27 amends s. 420.503(36), F.S., to provide that the FHFC shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial earnest money deposit is deposited in escrow, as opposed to when the second deposit is made.

Present Situation:

Florida Housing Finance Corporation Structure and Board of Directors

The FHFC is a public corporation created within the DEO as a separate budget entity not subject to control, supervision, or direction by the DEO.[74] The FHFC consists of a board of directors composed of the Secretary of the DEO as an ex officio and voting member, or a senior-level agency employee designated by the secretary, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.
(b) One citizen actively engaged in the banking or mortgage banking industry.
(c) One citizen who is a representative of those areas of labor engaged in home building.
(d) One citizen with experience in housing development who is an advocate for low-income persons.
(e) One citizen actively engaged in the commercial building industry.
(f) One citizen who is a former local government elected official.
(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).[75]

Members are appointed for four-year terms and vacancies are filled for the unexpired term.[76] The Governor may suspend a member for cause, including failure to attend 3 meetings in a 12-month period, and suspended members are subject to removal or reinstatement by the Senate.[77] Members receive no compensation for services, are entitled to necessary expenses, and must file full and public disclosure of financial interests.[78]

[73] Chapter 2022-194, s. 1, Laws of Fla.
[74] Section 420.504, F.S.
[75] Section 420.504(3), F.S.
[76] Section 420.504(4), F.S.
[77] *Id.*
[78] Section 420.504(6), (7), F.S.

Effect of Proposed Changes:

Section 28 amends s. 420.504, F.S., to provide that the board will include two additional members, one appointed by the President of the Senate and one appointed by the Speaker of the House of Representatives. Additionally, vacancies shall be filled by the party who made the original member's appointment.

Present Situation:

State Housing Strategy Act

The State Housing Strategy Act, located in Part I, of ch. 420, F.S., was created by the Legislature in 1992 to guarantee adequate affordable housing for Florida residents.[79] The State Housing Strategy posits the goal of assuring that by the year 2010 each Floridian shall have decent and affordable housing. "Policies," guidelines for state agencies and programs to follow, are divided into sections: housing need, public-private partnerships, preservation of housing stock, public housing, and housing production or rehabilitation programs. This forward-looking and optimistic set of ideas and strategies has not been amended in 30 years.

The State Housing Strategy Act also includes certain provisions implementing state programs in the pursuit of goals outlined. For example, the DEO and the FHFC annually coordinate with the Shimberg Center for Housing Studies at the University of Florida[80] to develop and maintain statewide data on affordable housing needs for specific populations.[81] These studies are then used to review and evaluate existing affordable housing accommodations to ensure that they are consistent with current need assessments and to recommend any improvements or plan modifications.[82]

Effect of Proposed Changes:

Section 26 amends s. 420.003, F.S., to substantially revise and reword the State Housing Strategy, maintaining the goal of assuring that each Floridian has safe, decent, and affordable housing. The bill retains strategies requiring local buy-in to state-funded developments, interlocal coordination, and cost-effective public-private partnerships, while adding language emphasizing the need to avoid sprawl to minimize separation of housing and employment as well as ecological impact.

The State Housing Strategy is separated into the following three categories.

Legislative Intent

This section states that it is the intent of the act to articulate a strategy to carry the state toward assuring that each Floridian has safe, decent, and affordable housing. The strategy must involve

[79] Section 420.0003, F.S.
[80] The Shimberg Center for Housing Studies was established at the University of Florida in 1988 to "facilitate safe, decent and affordable housing throughout the state of Florida" and was named after Jim Shimberg Sr., a Tampa homebuilder dedicated to affordable housing. The Center's Florida Housing Data Clearinghouse provides public information on Florida housing needs, programs and demographics. For more information visit: http://www.shimberg.ufl.edu/aboutUs2.html (last visited on Feb. 19, 2023).
[81] Section 420.0003(4)(c), F.S.
[82] *Id.*

state and local governments working in partnership with communities and the private sector, and must encompass both financial and regulatory commitment.

Policies

- *Housing Production and Rehabilitation Programs*, which enumerates state programs; emphasizes the need to leverage state funds efficiently; and highlights innovative solutions such as utilizing publically held land, community-led planning such as urban infill; maximizing efficiency through promotion of high-density and mixed-use developments; and modern housing concepts such as manufactured or 3D-printed homes.
- *Public Private Partnerships*, which emphasizes the need for cost effective, data driven cooperative efforts.
- *Preservation of Housing Stock*, which calls for the preservation of existing stock through rehabilitation programs and neighborhood revitalization efforts.
- *Unique Housing Needs*, which covers the wide range of need for safe, decent, and affordable housing among the various groups of citizens most in need, including those with disabilities and the elderly.

Implementation

This section, largely maintained from the original State Housing Strategy, incorporates the FHFC and the Shimberg Center for Housing Studies into the state housing strategy. Further, the bill adds a series of studies required to be conducted by OPPAGA. The reports will be conducted on a rotating basis and include studying:

- Innovative affordable housing strategies implemented by other states, their effectiveness, and the potential for implementation in Florida;
- Affordable housing policies enacted by local governments, including interlocal cooperation; and
- Existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with the goals of the state housing strategy, and recommendations for improved program linkages.

Present Situation:

State-Owned Lands

Land Use Plans

All lands held by the Board of Trustees of the Internal Improvement Trust Fund[83] (board) are required to be held in trust for the use and benefit of the people of the state.[84] Each manager of nonconservation lands[85] is required to submit to the division a land use plan at least every 10 years in a form and manner prescribed by rule by the board.[86] All land use plans, whether for single-use or multiple-use properties, must include an analysis of the property to determine the

[83] Consisting of the Governor, as the chair, the Chief Financial Officer, the Attorney General, and the Commissioner of Agriculture. FLA. CONST. art. IV, s. 4.
[84] Section 253.001, F.S.
[85] "Conservation lands" include those held for conservation, recreation, historic preservation, and other uses. Section 253.034(2)(c), F.S. All other lands held by the state, such as those used for government functions, are nonconservation lands.
[86] Section 253.034(5), F.S.

potential use of private land managers to facilitate the restoration or management of these lands.[87]

Effect of Proposed Changes:

Section 23 amends s. 253.034(5), F.S., to provide that a land use plan submitted for nonconservation lands must include an analysis of whether such lands would be more appropriately transferred to a local government for affordable housing related purposes.

Present Situation:

Surplus Lands

The board determines which lands it holds title to may be surplused.[88] Conservation lands may only be surplused if the board, by an affirmative vote of at least two-thirds, determines that the lands are no longer needed for conservation purposes.[89] The board may dispose of all other lands if the board, by an affirmative vote of at least three members, determines whether the lands are no longer needed.[90]

If the board determines that nonconservation lands are no longer needed, it made dispose of such surplus lands by vote.[91] Requests for surplusing lands may be made by any public or private entity or person.[92] County or local government requests for surplus lands through purchase or exchange are expedited throughout the surplusing process.[93] The board is required to consider such requests within 90 days of the board's receipt of the request.[94] Surplus lands conveyed to a local government for affordable housing must be disposed of by the local government pursuant to s. 125.379, F.S., or s. 166.0451, F.S., discussed in further detail below.

Effect of Proposed Changes:

Section 24 amends s. 253.0341(1), F.S., to clarify that local government requests for surplus lands are expedited throughout the process regardless of the means of transfer, to include donation.

Present Situation:

Job Growth Grant Fund

The Florida Job Growth Grant Fund, created by the legislature in 2017, is an economic development program within the DEO designed to promote public infrastructure and workforce training across the state.[95] Eligible projects include state or local public infrastructure projects to promote economic recovery, rehabilitation of the Herbert Hoover Dike, and workforce training

[87] *Id*.
[88] Section 253.0341, F.S.
[89] FLA. CONST. art. X, s. 18.
[90] Section 253.0341, F.S.
[91] Section 253.0341(1), F.S.
[92] Section 253.0341(11), F.S.
[93] Section 253.0341(1), F.S.
[94] Section 253.0341(10), F.S.
[95] Section 288.101, F.S.

grants that support college and technical center workforce skills programs. Proposals are reviewed by the DEO, the Department of Transportation, and Enterprise Florida, Inc., and chosen by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded to.[96] Contracts for projects approved by the Governor and funded pursuant to this program must be administered by the DEO.[97]

Effect of Proposed Changes:

Section 25 amends s. 288.101(2), F.S., to provide that public infrastructure projects that support affordable housing are an authorized use of Job Growth Grant Fund funding. This provision sunsets 2033.

Present Situation:

Community Contribution Tax Credit Program

In 1980, the Legislature established the Community Contribution Tax Credit Program (CCTCP) to encourage private sector participation in community revitalization and housing projects.[98] Broadly, the CCTCP offers tax credits to businesses or persons ("taxpayers") anywhere in Florida that contribute[99] to certain projects undertaken by approved CCTCP sponsors.[100] Eligible projects include activities undertaken by an eligible sponsor that are designed to accomplish one of the following purposes:

- To construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households as those terms are defined in s. 420.9071;
- To provide commercial, industrial, or public resources and facilities; or
- To improve entrepreneurial and job-development opportunities for low-income persons.[101]

The DEO administers the CCTCP, and its responsibilities include reviewing sponsor project proposals and tax credit applications, periodically monitoring projects, and marketing the CCTCP in consultation with the FHFC and other statewide and regional housing and financial intermediaries.[102] Once approved by the DEO, the taxpayer must claim the community contribution tax credit from the DOR.

The credit is calculated as 50 percent of the taxpayer's annual contribution, but a taxpayer may not receive more than $200,000 in credits in any one year.[103] The taxpayer may use the credit against corporate income tax, insurance premiums tax, or as a refund against sales tax.[104] Unused

[96] Section 288.101(2), F.S.
[97] Section 288.101(4), F.S.
[98] Chapter 80-249, Laws of Fla. The CCTCP is one of the state incentives available under the Florida Enterprise Zone Act, which was partially repealed on December 31, 2015.
[99] Sections 212.08(5)(p)2.a., 220.183(2)(a), and 624.5105(5)(a), F.S., require community contributions to be in the form of cash or other liquid assets, real property, goods or inventory, or other physical resources.
[100] Sections 212.08(5)(p); 220.183; and 624.5105, F.S.
[101] Sections 212.08(5)(p)2.b.; 220.183(2)(d); 624.5105(2)(b); and 220.03(1)(t), F.S.
[102] Sections 212.08(5)(p)4.; 220.183(4); and 624.5105(4), F.S.
[103] Sections 212.08(5)(p)1.; 220.183 (1)(a) and (b); and 624.5105(1), F.S.
[104] Sections 212.08(5)(p); 220.183; and 624.5105, F.S.

credits against corporate income taxes and insurance premium taxes may be carried forward for five years.[105] Unused credits against sales taxes may be carried forward for three years.[106]

The DOR may approve $14.5 million in annual funding for projects that provide homeownership opportunities for low-income and very-low-income households or housing opportunities for persons with special needs and $4.5 million for all other projects. "Persons with special needs" is defined in current statute to include adults requiring independent living services, young adults formerly in foster care, survivors of domestic violence, and people receiving Social Security Disability Insurance, Supplemental Security Income, or veterans' disability benefits.[107]
The Legislature extended the CCTCP in 1984, 1994, 2005, 2014, and 2015,[108] and made the program permanent in 2017.[109] It has also amended the annual tax credit allocation of the CCTCP on numerous occasions.[110] Each time the allocation has been increased, the number of projects has increased to match the larger allocation.

Effect of Proposed Changes:

Sections 12 and 19 amend ss. 212.08 and 220.183, F.S., respectively, to provide that for the 2023-2024 fiscal year $25 million, rather than $14.5 million, is the total amount of tax credits which may be granted for projects that provide homeownership opportunities for low- and very-low income households or housing opportunities for persons with special needs.

Present Situation:

Local Governments and Affordable Housing Development

Consistency with Comprehensive Plans

All development, both public and private, and all development orders[111] approved by local governments must be consistent with the local government's comprehensive plan.[112] The Growth Management Act requires every city and county to create and implement a comprehensive plan to guide future development.[113] A comprehensive plan is intended to provide for the future use of land, which contemplates a gradual and ordered growth, and establishes a long-range maximum limit on the possible intensity of land use.

A locality's comprehensive plan lays out the locations for future public facilities, including roads, water and sewer facilities, neighborhoods, parks, schools, and commercial and industrial developments. A comprehensive plan is made up of 10 required elements, each laying out

[105] Sections 220.183(1)(e) and (g); and 624.5105, F.S.
[106] Sections 212.08(5)(p)1.b. and f., F.S.
[107] Section 420.0004(13), F.S.
[108] Chapters 84-356, 94-136, 2005-282, 2014-38, and 2015-221, Laws of Fla.
[109] Chapter 2017-36, Laws of Fla.
[110] Chapters 94-136, 98-219, 99-265, 2005-282, 2006-78, 2008-153, 2015-221, and 2017-36, Laws of Fla.
[111] "Development order" means any order granting, denying, or granting with conditions an application for a development permit. See s. 163.3164(15), F.S. "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. See s. 163.3164(16), F.S.
[112] Section 163.3194(3), F.S
[113] Section 163.3167(2), F.S.

regulations for a different facet of development.[114] Most relevant among them as it pertains to the bill are the Future Land Use Element and the Housing Element.

- The Future Land Use Element designates proposed future general distribution, location, and extent of the uses of land. Specified use designations include those for residential, commercial, industry, agriculture, recreation, conservation, education, and public facilities.[115] The approximate acreage and the general range of density or intensity of use must be provided for each land use category.[116]
- The Housing Element sets forth guidelines and strategies for the creation and preservation of affordable housing for all current and anticipated future residents of the jurisdiction, elimination of substandard housing conditions, provision of adequate sites for future housing, and distribution of housing for a range of incomes and types.[117]

A comprehensive plan is implemented through the adoption of land development regulations[118] that are consistent with the plan, and which contain specific and detailed provisions necessary to implement the plan.[119] Such regulations must, among other prescriptions, regulate the subdivision of land and the use of land for the land use categories in the land use element of the comprehensive plan.[120] Substantially affected persons have the right to maintain administrative actions which assure that land development regulations implement and are consistent with the comprehensive plan.[121]

Development that does not conform to the comprehensive plan may not be approved by a local government unless the local government amends its comprehensive plan first. State law requires a proposed comprehensive plan amendment to receive two public hearings, the first held by the local planning board, and subsequently by the governing board.[122] Following the hearings they must transmit the plan to several statutorily identified reviewing agencies, including the DEO for review.[123] Most plan amendments are placed into the Expedited State Review Process, while plan amendments relating to large-scale developments are placed into the State Coordinated Review Process.[124]

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[114] Section 163.3177(6), F.S. The 10 required elements include capital improvements; future land use plan; transportation; general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge; conservation; recreation and open space; housing; coastal management; intergovernmental coordination; and property rights. Throughout statutes exist plans and programs that may be added as optional elements.
[115] Section 163.3177(6)(a), F.S.
[116] Section 163.3177(6)(a), F.S.
[117] Section 163.3177(6)(f), F.S.
[118] "Land development regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land, except that this definition does not apply in s. 163.3213. See s. 163.3164(26), F.S.
[119] Section 163.3202, F.S.
[120] *Id.*
[121] Section 163.3213, F.S.
[122] Sections 163.3174(4)(a) and 163.3184, F.S.
[123] Section 163.3184, F.S.
[124] *See* ss. 163.3184 and 380.06, F.S. In the Expedited State Review Process, DEO reviews and approves or amends the proposed comprehensive plan amendment. This process can take 4 to 6 months. The State Coordinated Review Process is a more thorough, complex, multi-phase process. For more information, *see* Florida Department of Economic Opportunity, *Amendments that Must Follow the State Coordinated Review Process; Procedures and Timeframes*, available at

Zoning Regulations

A comprehensive plan's Future Land Use Element establishes a range of allowable uses and densities and intensities over large areas, and the specific use and intensities for specific parcels within that range are decided by a more detailed, implementing zoning map.[125]

Zoning maps and zoning districts are adopted by a local government for developments within each land use category or sub-category. While land uses are general in nature, one or more zoning districts may apply within each land use designation.[126] Common regulations within the zoning map districts include density,[127] height and bulk of buildings, setbacks, and parking requirements.[128] Regulations for a zoning category in a downtown area may allow for more density and height than allowed in a suburb, for instance.

If a developer or landowner believes that a proposed development may have merit but it does not meet the requirements of a zoning map in a jurisdiction, the developer or landowner can seek a rezoning through a rezoning application which is reviewed by the local government and voted on by the governing body.[129] If a property has unique circumstances or small nonconformities but otherwise meets zoning regulations, local governments may ease restrictions on certain regulations such as building size or setback through an application for a variance.[130] However, any action to rezone or grant a variance must be consistent with the local government's comprehensive plan.

Ordinances or resolutions that change the actual list of permitted, conditional, or prohibited uses within a zoning category or ordinances or resolutions initiated by the local government that change the actual zoning map designation of a parcel or parcels of land must follow additional enhanced notice requirements.[131]

- If the area affected is less than 10 acres, the local government is required to notify by mail each property owner and hold a public meeting to discuss the ordinance or resolution before passage.[132]

https://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/amendments-that-must-follow-the-state-coordinated-review-process-procedures-and-timeframes (last visited Dec. 27, 2022).

[125] Richard Grosso, A Guide to Development Order "Consistency" Challenges Under Florida Statutes Section 163.3215, 34 J. Envtl. L. & Litig. 129, 154 (2019) citing Brevard Cty. v. Snyder, 627 So. 2d 469, 475 (Fla. 1993).

[126] Indian River County, General Zoning Questions, available at https://www.ircgov.com/communitydevelopment/planning/FAQ.htm#zoning1 (last visited Jan. 20, 2023)

[127] "Density" means an objective measurement of the number of people or residential units allowed per unit of land, such as residents or employees per acre. See s. 163.3164(12), F.S.

[128] Supra note 126.

[129] City of Tallahassee, Application For Rezoning Review, available at https://www.talgov.com/Uploads/Public/Documents/place/zoning/cityrezinfsh.pdf (last visited Jan. 20, 2023)

[130] City of Tallahassee, Variance and Appeals, available at https://www.talgov.com/Uploads/Public/Documents/growth/forms/boaa_variance.pdf (last visited Jan. 20, 2023) and Seminole County, Variance Processes available at https://www.seminolecountyfl.gov/departments-services/development-services/planning-development/boards/board-of-adjustment/variance-process-requirements.stml (last visited Jan. 20, 2023)

[131] *See* sections 125.66(4) and 166.041(3), F.S.

[132] *Id.*

- If the area affected is 10 acres or greater the local government must hold two separate meetings at which to discuss the changes, and notice the public through either mail to each property owner or to the public generally by newspaper.[133]

Effect of Proposed Changes:

Section 3, in part, amends s. 125.01055, F.S., to preempt counties on zoning, density, and height for certain multi-family rental developments in commercial and mixed-use areas. Specifically, a county must authorize multifamily and mixed-use residential[134] as allowable uses in any area zoned for commercial or mixed-use if at least 40 percent of the units will be affordable for at least 30 years and serve incomes up to 120% AMI. A county may not require a zoning, land use change, or a comprehensive plan amendment for the building height, zoning, and densities authorized in this bill.

A county may not restrict the density of such development below the highest allowed density on any unincorporated land in the county where residential development is allowed. Additionally, a county may not restrict the height of such development below the highest allowed height for a commercial or residential development in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

An application for such development must be administratively approved and no further action is required from the board of county commissioners if the development satisfies the county's land development regulations for multifamily in areas zoned for such use and is otherwise consistent with the jurisdiction's comprehensive plan. A county must consider reducing parking requirements for these developments if they are located within one-half mile of a major transit stop.

These provisions expire on October 1, 2033.

The bill also makes a technical change, correcting an internal cross-reference in subsection (5).

Section 5 amends s. 166.04151, F.S., to make identical changes in section 3, as applied to municipalities.

Present Situation:

Expedited Development Projects for Affordable Housing

In 2019, the Legislature enacted a provision to authorize counties and municipalities to approve the development of housing that is affordable on any parcel zoned for residential, commercial, or industrial use, regardless of any state or local law or regulation that would otherwise preclude such development.[135] At least 10 percent of the units in a project on a commercial or industrial parcel must be affordable and the developer of the project must agree to not seek funding from the FHFC's SAIL program.[136]

[133] *Id.*
[134] At least 65 percent of the total square footage must be used for residential purposes.
[135] Sections 125.01055(6) and 166.04151(6), F.S.
[136] *Id.*

This provision allows local governments to expedite the development of affordable housing by allowing locals to bypass state law and their comprehensive plans and zoning regulations that would otherwise preclude or delay such development.

Effect of Proposed Changes:

Section 3, in part, amends s. 125.01055(6), F.S., to remove a county's ability to approve affordable housing on *residential* parcels by bypassing state and local laws that may otherwise preclude such development. The bill also removes the SAIL restriction to allow SAIL developments to utilize this expedited approval process on commercial and industrial parcels.

Section 5 amends s. 166.04151, F.S., to make identical changes in section 3, as applied to municipalities.

Present Situation:

Local Government-owned Property

Since 2006 counties and cities have been required to prepare an inventory of publically owned real property that would be appropriate for use as affordable housing, and update the inventory every three years.[137] The list must include the address and legal description of each such real property, specifying whether it is vacant or improved. The list must be reviewed and adopted by resolution at public hearing.

Properties identified as appropriate for use as affordable housing may be:
- Sold and the proceeds used to purchase land for the development of affordable housing;
- Sold with a restriction that requires the development of permanent affordable housing on the land;
- Donated to a nonprofit housing organization for the construction of permanent affordable housing; or
- Be otherwise made available for the use for the production and preservation of permanent affordable housing.[138]

Effect of Proposed Changes:

Sections 4 and 7 amend ss. 125.379 and 166.0451, F.S., respectively, to provide that counties and cities must produce their real property inventory lists referenced above by October 1, 2023, and every three years thereafter, and make such list available on the county or city website. Counties and cities must also include real property owned by dependent special districts within their boundaries.

The bill further adds that acceptable uses of property identified as appropriate for affordable housing include utilization through a long-term land lease requiring the development and maintenance of affordable housing.

[137] Sections 125.379 and 166.0451, F.S.
[138] *Id.*

The bill includes certain best practices counties and cities are encouraged to adopt in creating surplus land programs, including:

- Establishing eligibility criteria for the receipt or purchase of surplus land by developers;
- Making the process for requesting surplus lands publicly available; and
- Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would otherwise be sold or offered at market rate.

Additionally, **Section 36** amends s. 420.531, F.S., to expressly authorize the FHFC to contract with the Florida Housing Coalition, Florida's provider for statewide training and technical assistance funded by the Catalyst Program,[139] to provide assistance to local governments related to surplus lands programs and executing contracts related to bidding for affordable housing projects and land-lease developments.

Present Situation:

Expedited Building Permits

It is the intent of the Legislature that local governments have the power to inspect all buildings, structures, and facilities within their jurisdiction in protection of the public's health, safety, and welfare.[140]

Every local government must enforce the Florida Building Code and issue building permits.[141] It is unlawful for a person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building without first obtaining a permit from the local government enforcing agency or from such persons as may, by resolution or regulation, be directed to issue such permit, upon the payment of reasonable fees as set forth in a schedule of fees adopted by the enforcing agency.[142]

Any construction work that requires a building permit also requires plans and inspections to ensure the work complies with the building code. The building code requires certain building, electrical, plumbing, mechanical, and gas inspections.[143] Construction work may not be done beyond a certain point until it passes an inspection.

Current law provides a set of deadlines for ordinary processing of a building permit, chief among them that a local government must approve, approve with conditions, or deny an application for a building permit within 120 days following receipt of a completed application.[144] Various laws require or encourage local governments to further expedite the permitting process in certain situations, including for those developments utilizing SAIL funding.[145] These statutes largely leave the nature of such expediting to the local governments, resulting in varied experiences throughout the state.

[139] Section 420.531, F.S.
[140] Section 553.72, F.S.
[141] Sections 125.01(1)(bb), 125.56(1), and 553.80(1), F.S.
[142] Sections 125.56(4)(a), 553.79(1), F.S.
[143] Section 110 Seventh edition of the Florida Building Code (Building).
[144] Section 553.792(1)(a), F.S.
[145] *See* sections 403.973(3), 420.5087(6)(c)8., and 553.80(6)(b)1., F.S.

Effect of Proposed Changes:

Section 38 amends s. 553.792, F.S., to require that a local government maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Present Situation:

Rent Control

Counties and municipalities are permitted to pass rent control ordinances under strict circumstances.[146] Florida law provides that local governments may not impose price controls on rent unless the entity finds that such a price control would "eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public."[147] The measure enacting rent control, in addition to normal requirements for passing an ordinance, must expire in one year and must be approved by the voters in the locality.[148]

Effect of Proposed Changes:

Sections 2 and 6 amend ss. 125.0103 and 166.043, F.S., respectively, to preempt local governments from enacting ordinances controlling the price of rent under any circumstances.

Present Situation:

Keys Workforce Housing Initiative

The Florida Keys Area Protection Act[149] provides, in part, that comprehensive plan amendments within the covered area, which includes the majority of Monroe County, must comply with "goals, objectives and policies to protect public safety and welfare in the event of a natural disaster by maintaining a hurricane evacuation clearance time for permanent residents of no more than 24 hours."[150] Monroe County, applicable municipalities, and the DEO have agreed to use a multi-phase evacuation model and limit residential building permits going forward in order to comply with these standards.[151]

In response to need for affordable housing, the DEO developed, and the Administration Commission approved in 2018, the Keys Workforce Housing Initiative ("Initiative"), which provided for up to 1,300 building permit allocations for deed restricted affordable housing properties agreeing to evacuate at least 48 hours in advance of a hurricane landfall.[152]

[146] Sections 125.0103 and 166.043, F.S.
[147] *Id.*
[148] *Id.*
[149] Section 380.0552, F.S.
[150] *Id.* at (9)(e)2.
[151] *See Mattino v. City of Marathon*, 345 So.3d 939 (Fla. 3d DCA 2022), for detailed background on this section.
[152] These residents would be part of the first evacuation phase, which under most circumstances evacuates in the 48 to 24 hour window before a hurricane. Florida Administration Commission, Exhibit b, Supporting Documentation for Agenda Item 2., Presentation of the Department of Economic Opportunity's Keys Workforce Housing Initiative, *available at* https://www.myflorida.com/myflorida/cabinet/adcom/supportingdocs/20180613/item3b.pdf (last visited Feb. 24, 2023).

In 2022, the Florida Third District Court of Appeal found that the Initiative's conditional approval of those residential building permits did not successfully remove those residents from consideration of the 24-hour evacuation time constraint, and found the comprehensive plan amendments in certain jurisdictions that would have enabled development under the Initiative not in compliance with state law.[153]

Effect of Proposed Changes:

Section 42 provides through chapter law that the Initiative is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., F.S., by requiring that workforce housing properties receiving permits through the program agree to evacuate at least 48 hours in advance of hurricane landfall. The section provides that a comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is valid, and local governments may adopt ordinances and regulations to implement such a plan amendment.

Present Situation:

Ad Valorem Taxation

The ad valorem tax or "property tax" is an annual tax levied by counties, municipalities, school districts, and some special districts. The tax is based on the taxable value of property as of January 1 of each year.[154] The property appraiser annually determines the "just value"[155] of property within the taxing jurisdiction and then applies relevant exclusions, assessment limitations, and exemptions to determine the property's "taxable value."[156] Tax bills are mailed in November of each year based on the previous January 1 valuation, and payment is due by March 31 of the following year.

The Florida Constitution prohibits the state from levying ad valorem taxes,[157] and it limits the Legislature's authority to provide for property valuations at less than just value, unless expressly authorized.[158]

The just valuation standard generally requires the property appraiser to consider the highest and best use of property;[159] however, the Florida Constitution authorizes certain types of property to be valued based on their current use (classified use assessments), which often results in lower assessments. Properties that receive classified use treatment in Florida include agricultural land,

[153] *Id*. at 943-46.
[154] Both real property and tangible personal property are subject to tax. Section 192.001(12), F.S., defines "real property" as land, buildings, fixtures, and all other improvements to land. Section 192.001(11)(d), F.S., defines "tangible personal property" as all goods, chattels, and other articles of value capable of manual possession and whose chief value is intrinsic to the article itself.
[155] Property must be valued at "just value" for purposes of property taxation, unless the Florida Constitution provides otherwise. FLA. CONST. art VII, s. 4. Just value has been interpreted by the courts to mean the fair market value that a willing buyer would pay a willing seller for the property in an arm's-length transaction. *See Walter v. Shuler,* 176 So. 2d 81 (Fla. 1965); *Deltona Corp. v. Bailey*, 336 So. 2d 1163 (Fla. 1976); *Southern Bell Tel. & Tel. Co. v. Dade County,* 275 So. 2d 4 (Fla. 1973).
[156] *See* s. 192.001(2) and (16), F.S.
[157] FLA. CONST. art. VII, s. 1(a).
[158] *See* FLA. CONST. art. VII, s. 4.
[159] Section 193.011(2), F.S.

land producing high water recharge to Florida's aquifers, and land used exclusively for noncommercial recreational purposes;[160] land used for conservation purposes;[161] historic properties when authorized by the county or municipality;[162] and certain working waterfront property.[163]

Ad Valorem Exemption for Literary, Scientific, Religious, or Charitable Organizations

The Florida Constitution allows the Legislature to exempt from ad valorem taxation portions of property that are used predominantly for educational, literary, scientific, religious or charitable purposes.[164] The Legislature has implemented these exemptions and set forth criteria to determine whether property is entitled to an exemption.[165]

To determine whether a property's use qualifies for an education, literary, scientific, religious, or charitable exemption, the property appraiser must consider the nature and extent of the qualifying activity compared to other activities or other uses of the property.[166]

Incidental use of property for an exempt purpose will not qualify the property for an exemption nor will the incidental use of the property for a non-exempt purpose impair an exemption.[167, 168]

Property claimed as exempt which is used for profitmaking purposes is not exempt and is subject to ad valorem taxation; however, the Legislature has allowed certain property to remain exempt even when used for profitmaking purposes when the use of the property does not require a business or occupational license and the revenue derived from the profitmaking activity is used wholly for exempt purposes.[169]

Ad Valorem Exemption for Charitable Purposes and Affordable Housing

In 1999, the Legislature authorized a charitable use property tax exemption for property owned by a nonprofit corporation that provides affordable housing.[170, 171] The exemption is limited to only those portions of the property that house persons or families whose income does not exceed

[160] FLA. CONST. art. VII, s. 4(a).
[161] FLA. CONST. art. VII, s. 4(b).
[162] FLA. CONST. art. VII, s. 4(e).
[163] FLA. CONST. art. VII, s. 4(j).
[164] FLA. CONST. art. VII, s. 3(a).
[165] Section 196.196, F.S.
[166] Section 196.196(1), F.S.
[167] Section 196.196(2), F.S.
[168] *Underhill v. Edwards*, 400 So.2d 129, 132 (Fla. 5th DCA 1981). The district court found that trustees of a private not-for profit hospital were not entitled to an exemption on the new wing's first floor, which was used for a private purpose and not for a charitable purpose or other exempt purpose, despite the fact that the portion of the hospital used for a non-exempt purpose represented only a very small percentage of the otherwise exempt property; see also *Central Baptist Church of Miami, Florida Incorporated v. Dade County, Florida, et. al.*, 216 So.2d 4, 6 (Fla 1968). The Supreme Court found that "limited part time rental of a portion of the church lot for commercial parking on weekday business hours is reasonably incidental to the primary use of the church property as a whole for church or religious purposes and is not a sufficiently divergent commercial use that eliminates the exemption as to the commercial parking lot portion of the property."
[169] See section 196.196(4), F.S.
[170] Chapter 99-378, s. 15, Laws of Fla. (creating s. 196.1978, F.S, effective July 1, 1999).
[171] The not-for-profit corporation must qualify as charitable under s. 501(c)(3) of the Internal Revenue Code and other federal regulations. See 26 U.S.C. § 501(c)(3) ("charitable purposes" include relief of the poor, the distressed or the underprivileged, the advancement of religion, and lessening the burdens of government).

120 percent of the median income of the state, the metropolitan area, or the county where the person lives, whichever is greater.

In 2017, the Legislature authorized a charitable use property tax discount for property with an agreement with the FHFC where more than 70 of the units provide affordable housing. The discount is limited to only those portions of the property that house persons or families whose income does not exceed 80 percent of the median income of the state, the metropolitan area, or the county where the person lives, whichever is greater. The tax discount amounted to 50 percent of the taxable value of eligible units and was applicable to taxes assessed after the 15th completed year of an agreement with the FHFC.[172] In 2021, the Legislature increased the 50 percent discount to a full exemption.[173]

Effect of Proposed Changes:

The bill includes three new property tax exemptions:

Nonprofit Land Lease Exemption

Section 8, in part, amends s. 196.1978(1), F.S., to provide that land owned entirely by a nonprofit entity which is leased for at least 99 years for the purpose of and is in fact used for providing affordable housing for extremely-low-, very-low-, low-, or moderate-income persons or families is exempt from ad valorem taxation.

In order to receive this exemption the improvements on the land being used for affordable housing purposes must encompass more than half the square footage of all improvements on the land. This exemption first applies to the 2024 tax roll and is repealed on December 31, 2059.

Exemption for Newly Constructed Units Providing Affordable Housing

Section 8, in part, amends s. 196.1978(3), F.S., to provide a new ad valorem tax exemption for certain property used to provide affordable housing. This exemption applies throughout the state without further action by local governments.

Eligible property includes units in a newly constructed multifamily project containing more than 70 units dedicated to housing natural persons or families below certain income thresholds.

"Newly constructed" is defined as an improvement substantially completed within 5 years before the property owner's first application for this exemption. The units must be occupied by such persons or families and rent limited so as to provide affordable housing at either the 80 or 120 percent AMI threshold. Rent for such units also may not exceed 90 percent of the fair market value rent as determined by a rental market study.

Qualified property used to provide affordable housing at the 80 to 120 percent AMI threshold receives an exemption of 75 percent of the assessed value of the units, while such property providing affordable housing up to the 80 percent AMI threshold receives a complete ad valorem tax exemption.

[172] Section 196.1978(2)(a), F.S. (2018) and ch. 2017-36, s. 6, Laws of Fla.
[173] See ch. 2021-31, s. 10, Laws of Fla.

If an occupied unit qualifies for this exemption and the following year is vacant on January 1, the vacant unit is eligible for the exemption provided it meets the other requirements and a reasonable effort is made to lease the unit to eligible persons or families.

To receive this exemption, a property owner must submit an application by March 1 to the property appraiser, accompanied by a certification notice from the FHFC. To receive a FHFC certification, a property owner must submit a request on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding 3 years; a list of units for which the exemption is sought; the rent amount received for each unit, and a sworn statement restricting the property for a period of not less than 3 years to provide affordable housing.

The certification process will be administered within the FHFC. Their responsibilities include publishing the deadline for submission, reviewing each request, sending certification notices to both the successful property owner and appropriate property appraiser, notifying unsuccessful property owners with reasons for denial.

If the property appraiser determines that such an exemption has been improperly granted within the last 10 years, the property appraiser must serve the owner with a notice of intent to record a tax lien. Such property will be subject to the taxes improperly exempted, plus a penalty of 50 percent and 15 percent annual interest. Penalty and interest amounts do not apply to exemptions erroneously granted due to clerical mistake or omission by the property appraiser.

Units subject to a recorded agreement with the FHFC under ch. 420, F.S., to provide affordable housing, and property receiving an exemption under s. 196.1979, F.S., as created by the following section of the bill, are not eligible to receive this exemption.

The bill provides the FHFC rulemaking authority to implement this section.

This section first applies to the 2024 tax roll and is repealed December 31, 2059.

Local Option Affordable Housing Exemption

Section 9 creates s. 196.1979, F.S., which provides that the governing body of a county or municipality may adopt by ordinance an ad valorem tax exemption for certain property used for providing affordable housing.

Portions of property eligible for such an exemption must be utilized to house persons or families meeting the extremely-low- or very-low-income limits specified in s. 420.0004, F.S, be contained in a multifamily project of at least 50 units where at least 20 percent are reserved for affordable housing, and have rent set such that it provides affordable housing to people in the target income bracket, or no higher than 90 percent of the fair market rent value as determined by a rental market study, whichever is less. Additionally, the property must not have been cited for three code violations in the preceding 24 months and must not have outstanding code violations or related fines.

In adopting this exemption, a local government may choose to offer either or both an exemption for two income groups: those earning up to 30 percent AMI and those earning between 30 to 60 percent AMI. The value of the exemption is up to 75 percent of the assessed value of each unit if less than 100 percent of the multifamily project's units are used to provide affordable housing, or up to 100 percent of the assessed value if 100 percent of the project's units are used to provide affordable housing.

An ordinance enacting such an exemption must:

- Be adopted under normal non-emergency procedures;
- Designate the local entity under the supervision of the governing body which must develop, receive, and review applications for certification and develop notices of determination of eligibility;
- Require the property owner to apply for certification on a form including the most recent market study, which must have been conducted by an independent certified general appraiser in the preceding three years; a list of units for which the exemption is sought; and the rent amount received for each unit;
- Require the designated entity to verify and certify property as having met the requirements for the exemption, and to notify unsuccessful applicants with the reasons for denial;
- Set out the requirements for each unit discussed above;
- Require the property owner to submit an application for exemption accompanied by certification to the property appraiser by March 1;
- Specify that such exemption only applies to taxes levied by the unit of government granting the exemption;
- Specify that the property may not receive such an exemption after the expiration of the ordinance granting the exemption;
- Identify the percentage of assessed value to be exempted, and whether such exemption applies to very-low-income, extremely-low-income, or both; and
- Require that the deadline to submit an application and a list of certified properties be published on the government's website.

Such an ordinance must expire before the fourth January 1 after adoption, however the governing body may adopt a new ordinance renewing the exemption.

If the property appraiser determines that such an exemption has been improperly granted within the last 10 years, the property appraiser must serve the owner with a notice of intent to record a tax lien. Such property will be subject to the taxes improperly exempted, plus a penalty of 50 percent and 15 percent annual interest. Penalty and interest amounts do not apply to exemptions erroneously granted due to clerical mistake or omission by the property appraiser.

This section first applies to the 2024 tax roll.

Miscellaneous Effects of Proposed Changes

Sections 17, 18, 20 and 22 amend ss. 220.02, 220.13, 220.186, and 220.222 F.S., respectively, to make conforming changes with regards to the Live Local program.

Section 37 amends s. 420.6075, F.S., to make technical changes.

Section 39 amends s. 624.509, F.S., to make technical changes.

Section 40 amends s. 624.5105, F.S., to make technical changes.

Section 43 expressly grants the DOR emergency rulemaking authority as it relates to administering the Live Local Program created by the bill. This authority is repealed July 1, 2026.

Section 48 provides that the Legislature finds and declares that this act fulfills an important state interest.

Section 49 provides that, except as otherwise provided, the bill will take effect July 1, 2023.

IV. Constitutional Issues:

A. Municipality/County Mandates Restrictions:

Article VII, s. 18(a) of the Florida Constitution provides, in part, that a county or municipality may not be bound by a general law requiring a county or municipality to spend funds or take an action that requires the expenditure of funds unless certain specified exemptions or exceptions are met. Under the bill counties and municipalities may be required to spend funds related to publishing certain policies and documents online, administering new tax exemptions, and updating inventories of publicly owned land.

Article VII, s. 18(b) of the Florida Constitution provides that, except upon the approval of each house of the Legislature by a two-thirds vote of the membership, the Legislature may not enact, amend, or repeal any general law if the anticipated effect of doing so would be to reduce the authority that municipalities or counties have to raise revenue in the aggregate, as such authority existed on February 1, 1989. The portions of the bill alleviating ad valorem taxes under certain circumstances for properties providing affordable housing reduce taxing authority.

If the bill does qualify as a mandate, in order to be binding upon cities and counties the bill must contain a finding of important state interest and be approved by a two-thirds vote of the membership of each house.

B. Public Records/Open Meetings Issues:

None.

C. Trust Funds Restrictions:

The amount directed to the State Housing Trust Fund from Documentary Stamp Tax collections does not affect the amount received by the Land Acquisition Trust Fund, as required by Article X, s. 28(a) of the Florida Constitution.

D. State Tax or Fee Increases:

None.

E. Other Constitutional Issues:

None.

V. Fiscal Impact Statement:

A. Tax/Fee Issues:

The Revenue Estimating Conference (REC) made the following estimates for the specified bill provisions:

- The sales tax refund for building materials will reduce General Revenue Fund receipts by $31.9 beginning in Fiscal Year 2023-2024, and will reduce local government revenues by $8.9 million beginning in Fiscal Year 2023-2024.
- Increasing the Community Contribution Tax Credit cap will reduce General Revenue Fund receipts by $8.4 million beginning in Fiscal Year 2023-2024, and will reduce local government revenues by $2.1 million beginning in Fiscal Year 2023-2024.
- The Live Local Program will reduce General Revenue receipts by $50 million in Fiscal Year 2023-2024 and by $100 million in future years.
- The property tax exemption for certain lands leased for affordable housing will reduce local property tax revenues by $8.5 million beginning in Fiscal Year 2023-2024.
- The local option affordable housing property tax exemption will have an indeterminate reduction to local property tax revenue due to variations in how many local governments implement the program, but the REC estimates the impact could be a reduction of local property tax revenues by $225.1 million by Fiscal Year 2027-2028.
- The General Revenue service charge redirect will reduce General Revenue Fund receipts by $150 million beginning in Fiscal Year 2023-2024 and will increase State Housing Trust Fund receipts by $150 million beginning in Fiscal Year 2023-2024.
- The property tax exemption for newly constructed or substantially renovated multi-family rental units used to provide affordable housing will reduce local government revenues by $183 million by Fiscal Year 2027-2028, with no impact in Fiscal Year 2023-2024 and increasing rates thereafter.

B. Private Sector Impact:

Developers of multifamily housing should see a reduction in bureaucracy, and an increase in the amount of property available, for residential development relating to housing projects which qualify for the density, height, and zoning preemptions. Developers will also benefit from tax exemption portions of the legislation, and increased funding to the FHFC.

Individuals may benefit from a resulting increase in income-limited units, overall housing production increases, and downpayment assistance eligibility.

C. Government Sector Impact:

Local governments may incur expenditures and lost revenues in implementing the bill with regards to updating inventory lists of publicly owned land, publishing certain procedures and regulations electronically, and administering new ad valorem tax exemptions. Local governments may benefit from the expansion of the Community Contribution Tax Credit Program, the locally held land leasing provisions, and SHIP funding.

Certain components of the bill, specifically the General Revenue service charge redirection and Live Local program, have the neutral effect of reducing general revenue while increasing funding to FHFC programs.

The DOR and the FHFC will face costs related to administration of various provisions of the bill.

The bill makes the following appropriations to the FHFC:

- $100 million in non-recurring funds from the General Revenue Fund to implement the Florida Hometown Heroes Program;
- $252 million in non-recurring funds from the Local Government Housing Trust Fund for the SHIP program;
- $150 million in recurring funds from the State Housing Trust Fund for the purpose of implementing section 30 of the bill, related to SAIL project funding derived from a redirected General Revenue service charge;
- $109 million in non-recurring funds from the State Housing Trust Fund for the SAIL program; and
- $100 million in non-recurring funds from the General Revenue Fund to implement a competitive loan program to alleviate inflation-related cost increases for FHFC-approved multifamily projects that have not yet commenced construction; if not used by December 1, 2023, these funds are allocated to the SAIL program.[174]

VI. Technical Deficiencies:

None.

VII. Related Issues:

None.

[174] FHFC currently maintains such an effort through a program called the Construction Housing Inflation Response Program (CHIRP), which sets aside funding for projects that were previously awarded SAIL funding but risk failure due to acutely rising construction costs. *See* FHFC, *Construction Housing Inflation Response Program (CHIRP)*, April 29, 2022, available at https://www.floridahousing.org/docs/default-source/programs/competitive/2022/2022--chirp/4-29-22-board-presentation-re-chirp-(1).pdf?sfvrsn=c94cf57b_0 (last visited January 19, 2023). This provision takes effect upon the bill becoming a law.

VIII. Statutes Affected:

This bill substantially amends or creates the following sections of the Florida Statutes: 125.0103, 125.01055, 125.379, 166.04151, 166.043, 166.0451, 196.1978, 196.1979, 201.15, 212.08, 213.053, 215.212, 215.22, 220.02, 220.13, 220.183, 220.186, 220.1878, 220.222, 253.034, 253.0341, 288.101, 420.0003, 420.503, 420.504, 420.507, 420.5087, 420.50871, 420.50872, 420.5096, 420.531, 420.6075, 553.792, 624.509, 624.5105, and 624.51058.

This bill creates undesignated sections of Florida law.

IX. Additional Information:

A. Committee Substitute – Statement of Changes:
(Summarizing differences between the Committee Substitute and the prior version of the bill.)

CS by Appropriations on February 22, 2023:
The committee substitute:

- Clarifies that an affordable housing development does not have to obtain a zoning or land use change and must be otherwise consistent with comprehensive plan requirements except for zoning, height, and density.
- Clarifies for consideration of reduced parking requirements on certain affordable housing developments, that a major transit stop is as defined in local land use regulations.
- Amends the tax exemption for newly constructed affordable housing property by removing reference to statewide adjusted median income, correcting a reference to the income and rent limits utilized to prove affordability, and authorizing the DOR to create an application form for the exemption.
- Amends the local option property tax exemption by increasing the upper qualifying income percentage from 50 to 60 percent of the median income, authorizing local governments to deny or revoke exemptions based on multiple code violations, removing reference to statewide adjusted median income, correcting a reference to the income and rent limits utilized to prove affordability, and authorizing the DOR to create an application form for the exemption.
- Amends the Live Local tax credit donation program by making technical corrections clarifying the DOR's ability to share information with the FHFC, clarifying that a taxpayer can carry forward unused credits for 10 taxable years, rather than calendar years, clarifying that payments under the program are to be incorporated into tax underpayment calculations; and removing the requirement that authorized "projects of regional significance" be 50 percent larger than any development within a 30-mile radius.
- Provides that the building materials sales tax exemption applies to qualifying purchases made on or after July 1, 2023, and removes a related provision requiring the DOR to move a percentage of the exemption from the Local Government Half-Cent Sales Tax Trust Fund.
- Clarifies that loans under the Hometown Heroes program may be made regardless of the purchased property's form of title, be it realty or tangible personal property.

- Provides that the DEO's Keys Workforce Housing Initiative, approved by the Administration Commission in 2018, is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

B. Amendments:

None.

This Senate Bill Analysis does not reflect the intent or official position of the bill's introducer or the Florida Senate.

Live Local Act, SB 102

Bill text

Source: https://flsenate.gov/Session/Bill/2023/102/?Tab=BillText

An act relating to housing; providing a short title; amending s. 125.0103, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s. 125.01055, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, counties in approving certain housing developments; providing for future expiration; amending s. 125.379, F.S.; revising the date by which counties must prepare inventory lists of real property; requiring counties to make the inventory lists publicly available on their websites; authorizing counties to use certain properties for affordable housing through a long-term land lease; revising requirements for counties relating to inventory lists of certain property for affordable housing; providing that counties are encouraged to adopt best practices for surplus land programs; amending s. 166.04151, F.S.; revising applicability for areas of critical state concern; specifying requirements for, and restrictions on, municipalities in approving applications for certain housing developments; providing for future expiration; amending s. 166.043, F.S.; deleting the authority of local governments to adopt or maintain laws, ordinances, rules, or other measures that would have the effect of imposing controls on rents; amending s.

166.0451, F.S.; revising the date by which municipalities must prepare inventory lists of real property; requiring municipalities to make the inventory lists publicly available on their websites; authorizing municipalities to use certain properties for affordable housing through a long-term land lease; revising requirements for municipalities relating to inventory lists of certain property for affordable housing; providing that municipalities are encouraged to adopt best practices for surplus land programs; amending s. 196.1978, F.S.; providing an exemption from ad valorem taxation for land that meets certain criteria; providing applicability; providing for future repeal; defining terms; providing an ad valorem tax exemption for portions of property in a multifamily project if certain conditions are met; providing that vacant units may be eligible for the exemption under certain circumstances; specifying percentages of the exemption for qualified properties; specifying requirements for applying for the exemption with the property appraiser; specifying requirements for requesting certification from the Florida Housing Finance Corporation; specifying requirements for the corporation in reviewing requests, certifying property, and posting deadlines for applications; specifying requirements for property appraisers in reviewing and granting exemptions and for improperly granted exemptions; providing a penalty; providing limitations on eligibility; specifying requirements

for a rental market study; authorizing the corporation to adopt rules; providing applicability; providing for future repeal; creating s. 196.1979, F.S.; authorizing local governments to adopt ordinances to provide an ad valorem tax exemption for portions of property used to provide affordable housing meeting certain requirements; specifying requirements and limitations for the exemption; providing that vacant units may be eligible for the exemption under certain circumstances; specifying requirements for ordinances granting an exemption; specifying requirements for a rental market study; providing that ordinances must expire within a certain timeframe; requiring the property appraiser to take certain action in response to an improperly granted exemption; providing a penalty; providing applicability; amending s. 201.15, F.S.; suspending, for a specified period, the General Revenue Fund service charge on documentary stamp tax collections; providing for specified amounts of such collections to be credited to the State Housing Trust Fund for certain purposes; providing for certain amounts to be credited to the General Revenue Fund under certain circumstances; prohibiting the transfer of such funds to the General Revenue Fund in the General Appropriations Act; providing for the future expiration and reversion of specified statutory text; amending s. 212.08, F.S.; revising the total amount of community contribution tax credits which may be granted for certain projects; defining terms;

providing a sales tax exemption for building materials used in the construction of affordable housing units; defining terms; specifying eligibility requirements; specifying requirements for applying for a sales tax refund with the Department of Revenue; specifying requirements for and limitations on refunds; providing requirements for the department in issuing refunds; authorizing the department to adopt rules; providing applicability; amending s. 213.053, F.S.; authorizing the department to make certain information available to the corporation to administer the Live Local Program; creating s. 215.212, F.S.; prohibiting the deduction of the General Revenue Fund service charge on documentary stamp tax proceeds; providing for future repeal; amending s. 215.22, F.S.; conforming a provision to changes made by the act; providing for the future expiration and reversion of specified statutory text; amending s. 220.02, F.S.; specifying the order of application of Live Local Program tax credits against the state corporate income tax; amending s. 220.13, F.S.; specifying requirements for the addition to adjusted federal income of amounts taken as a credit under the Live Local Program; amending s. 220.183, F.S.; conforming a provision to changes made by the act; amending s. 220.186, F.S.; providing applicability of Live Local Program tax credits to the Florida alternative minimum tax credit; creating s. 220.1878, F.S.; providing a credit against the state corporate income tax under the Live Local

Program; specifying requirements and procedures for making eligible contributions and claiming the credit; amending s. 220.222, F.S.; requiring returns filed in connection with the Live Local Program tax credits to include the amount of certain credits; amending s. 253.034, F.S.; modifying requirements for the analysis included in land use plans; making technical changes; amending s. 253.0341, F.S.; requiring that local government requests for the state to surplus conservation or nonconservation lands for any means of transfer be expedited throughout the surplusing process; amending s. 288.101, F.S.; authorizing the Governor, under the Florida Job Growth Grant Fund, to approve state or local public infrastructure projects to facilitate the development or construction of affordable housing; providing for future repeal; amending s. 420.0003, F.S.; revising legislative intent for, and policies of, the state housing strategy; revising requirements for the implementation of the strategy; revising duties of the Shimberg Center for Housing Studies at the University of Florida; requiring the Office of Program Policy Analysis and Government Accountability to evaluate specified strategies, policies, and programs at specified intervals; specifying requirements for the office's analyses; authorizing rule amendments; amending s. 420.503, F.S.; revising the definition of the term "qualified contract" for purposes of the Florida Housing Finance Corporation Act; amending s.

420.504, F.S.; revising the composition of the corporation's board of directors; providing specifications for filling vacancies on the board of directors; amending s. 420.507, F.S.; specifying a requirement for the corporation's annual budget request to the Secretary of Economic Opportunity; providing for the future expiration and reversion of specified statutory text; amending s. 420.5087, F.S.; revising prioritization of funds for the State Apartment Incentive Loan Program; creating s. 420.50871, F.S.; specifying requirements for, and authorized actions by, the corporation in allocating certain increased revenues during specified fiscal years to finance certain housing projects; providing construction; providing for future repeal; providing a directive to the Division of Law Revision; creating s. 420.50872, F.S.; defining terms; creating the Live Local Program; specifying responsibilities of the corporation; specifying the annual tax credit cap; specifying requirements for applying for tax credits with the department; providing requirements for the carryforward of credits; specifying restrictions on, and requirements for, the conveyance, transfer, or assignment of credits; providing requirements and procedures for the rescindment of credits; specifying procedures for calculating underpayments and penalties; providing construction; authorizing the department and the corporation to develop a cooperative agreement; authorizing the department to

adopt rules; requiring the department to annually notify certain taxpayers of certain information; creating s. 420.5096, F.S.; providing legislative findings; creating the Florida Hometown Hero Program for a specified purpose; authorizing the corporation to underwrite and make certain mortgage loans; specifying terms for such loans and requirements for borrowers; authorizing loans made under the program to be used for the purchase of certain manufactured homes; providing construction; amending s. 420.531, F.S.; authorizing the Florida Housing Corporation to contract with certain entities to provide technical assistance to local governments in establishing selection criteria for proposals to use certain property for affordable housing purposes; amending s. 420.6075, F.S.; making technical changes; amending s. 553.792, F.S.; requiring local governments to maintain on their websites a policy relating to the expedited processing of certain building permits and development orders; amending s. 624.509, F.S.; specifying the order of application of Live Local Program tax credits against the insurance premium tax; amending s. 624.5105, F.S.; conforming a provision to changes made by the act; creating s. 624.51058, F.S.; providing a credit against the insurance premium tax under the Live Local Program; providing a requirement for making eligible contributions; providing construction; providing applicability; exempting a certain initiative from certain evacuation time constraints;

specifying that certain comprehensive plan amendments are valid; authorizing certain local governments to adopt local ordinances or regulations for certain purposes; authorizing the department to adopt emergency rules; providing for future expiration of such rulemaking authority; providing appropriations; providing a declaration of important state interest; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. This act may be cited as the "Live Local Act."

Section 2. Section 125.0103, Florida Statutes, is amended to read:

125.0103 Ordinances and rules imposing price controls~~; findings required; procedures~~.—

(1)(a) Except as hereinafter provided, a ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or

disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels 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 or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, 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 or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and~~

~~expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds $250.~~

~~(5)~~ A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents ~~unless:~~

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government~~.

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)~~(7)~~ Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 3. Subsections (5) and (6) of section 125.01055, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

125.01055 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated in s. 380.0552.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for ~~residential,~~ commercial~~,~~ or industrial use~~. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project~~, so long

as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087~~. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any unincorporated land in the county where residential development is allowed.

(c) A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the county's land development code, and the major transit stop is accessible from the development.

(f) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as recreational and commercial working waterfront in s.

342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 4. Section 125.379, Florida Statutes, is amended to read:

125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a

nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 5. Subsections (5) and (6) of section 166.04151, Florida Statutes, are amended, and subsection (7) is added to that section, to read:

166.04151 Affordable housing.—

(5) Subsection (4) ~~(2)~~ does not apply in an area of critical state concern, as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code.

(6) Notwithstanding any other law or local ordinance or regulation to the contrary, the governing body of a municipality may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for

~~residential,~~ commercial~~,~~ or industrial use~~. If a parcel is zoned for commercial or industrial use, an approval pursuant to this subsection may include any residential development project, including a mixed-use residential development project~~, so long as at least 10 percent of the units included in the project are for housing that is affordable ~~and the developer of the project agrees not to apply for or receive funding under s. 420.5087~~. The provisions of this subsection are self-executing and do not require the governing body to adopt an ordinance or a regulation before using the approval process in this subsection.

(7)(a) A municipality must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily rental development are, for a period of at least 30 years, affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a municipality may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A municipality may not restrict the density of a proposed development authorized under this subsection below the highest allowed density on any land in the municipality where residential development is allowed.

(c) A municipality may not restrict the height of a proposed development authorized under this subsection below the

highest currently allowed height for a commercial or residential development located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher.

(d) A proposed development authorized under this subsection must be administratively approved and no further action by the governing body of the municipality is required if the development satisfies the municipality's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the comprehensive plan, with the exception of provisions establishing allowable densities, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements.

(e) A municipality must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-half mile of a major transit stop, as defined in the municipality's land development code, and the major transit stop is accessible from the development.

(f) A municipality that designates less than 20 percent of the land area within its jurisdiction for commercial or industrial use must authorize a proposed multifamily development as provided in this subsection in areas zoned for commercial or industrial use only if the proposed multifamily development is mixed-use residential.

(g) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(h) This subsection does not apply to property defined as

recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(i) This subsection expires October 1, 2033.

Section 6. Section 166.043, Florida Statutes, is amended to read:

166.043 Ordinances and rules imposing price controls~~; findings required; procedures~~.—

(1)(a) Except as hereinafter provided, a ~~no~~ county, municipality, or other entity of local government may not ~~shall~~ adopt or maintain in effect an ordinance or a rule that ~~which~~ has the effect of imposing price controls upon a lawful business activity that ~~which~~ is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels 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 or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property,

removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, 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 or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. 125.0103 does ~~shall~~ not apply within such municipality.

(2) ~~No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.~~

~~(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.~~

~~(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January~~

~~1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds $250.~~

~~(5)~~ A ~~No~~ municipality, county, or other entity of local government may not ~~shall~~ adopt or maintain in effect any law, ordinance, rule, or other measure that ~~which~~ would have the effect of imposing controls on rents ~~unless:~~

~~(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.~~

~~(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.~~

~~(c) Such measure is approved by the voters in such municipality, county, or other entity of local government~~.

~~(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.~~

(3)~~(7)~~ Notwithstanding any other provisions of this

section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

Section 7. Section 166.0451, Florida Statutes, is amended to read:

166.0451 Disposition of municipal property for affordable housing.—

(1) By October 1, 2023 ~~July 1, 2007~~, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title which ~~that~~ is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property. Each municipality shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds ~~may be~~

used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, ~~or may be~~ sold with a restriction that requires the development of the property as permanent affordable housing, or ~~may be~~ donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Municipalities are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

Section 8. Effective January 1, 2024, subsection (1) of section 196.1978, Florida Statutes, is amended, and subsection (3) is added to that section, to read:

196.1978 Affordable housing property exemption.—

(1)(a) Property used to provide affordable housing to eligible persons as defined by s. 159.603 and natural persons or families meeting the extremely-low-income, very-low-income, low-

income, or moderate-income limits specified in s. 420.0004, which is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, is considered property owned by an exempt entity and used for a charitable purpose, and those portions of the affordable housing property that provide housing to natural persons or families classified as extremely low income, very low income, low income, or moderate income under s. 420.0004 are exempt from ad valorem taxation to the extent authorized under s. 196.196. All property identified in this subsection must comply with the criteria provided under s. 196.195 for determining exempt status and applied by property appraisers on an annual basis. The Legislature intends that any property owned by a limited liability company which is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii) be treated as owned by its sole member. If the sole member of the limited liability company that owns the property is also a limited liability company that is disregarded as an entity for federal income tax purposes pursuant to Treasury Regulation 301.7701-3(b)(1)(ii), the Legislature intends that the property be treated as owned by the sole member of the limited liability company that owns the limited liability company that owns the property. Units that are vacant and units that are occupied by natural persons or families whose income no longer meets the income limits of this subsection, but whose income met those income limits at the time they became tenants, shall be treated as portions of the affordable housing property exempt under this

subsection if a recorded land use restriction agreement in favor of the Florida Housing Finance Corporation or any other governmental or quasi-governmental jurisdiction requires that all residential units within the property be used in a manner that qualifies for the exemption under this subsection and if the units are being offered for rent.

(b) Land that is owned entirely by a nonprofit entity that is a corporation not for profit, qualified as charitable under s. 501(c)(3) of the Internal Revenue Code and in compliance with Rev. Proc. 96-32, 1996-1 C.B. 717, and is leased for a minimum of 99 years for the purpose of, and is predominantly used for, providing housing to natural persons or families meeting the extremely-low-income, very-low-income, low-income, or moderate-income limits specified in s. 420.0004 is exempt from ad valorem taxation. For purposes of this paragraph, land is predominantly used for qualifying purposes if the square footage of the improvements on the land used to provide qualifying housing is greater than 50 percent of the square footage of all improvements on the land. This paragraph first applies to the 2024 tax roll and is repealed December 31, 2059.

(3)(a) As used in this subsection, the term:

1. "Corporation" means the Florida Housing Finance Corporation.

2. "Newly constructed" means an improvement to real property which was substantially completed within 5 years before the date of an applicant's first submission of a request for certification or an application for an exemption pursuant to this section, whichever is earlier.

3. "Substantially completed" has the same meaning as in s.

192.042(1).

(b) Notwithstanding ss. 196.195 and 196.196, portions of property in a multifamily project are considered property used for a charitable purpose and are eligible to receive an ad valorem property tax exemption if such portions:

1. Provide affordable housing to natural persons or families meeting the income limitations provided in paragraph (d);

2. Are within a newly constructed multifamily project that contains more than 70 units dedicated to housing natural persons or families meeting the income limitations provided in paragraph (d); and

3. Are rented for an amount that does not exceed the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of paragraph (m), whichever is less.

(c) If a unit that in the previous year qualified for the exemption under this subsection and was occupied by a tenant is vacant on January 1, the vacant unit is eligible for the exemption if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this subsection and a reasonable effort is made to lease the unit to eligible persons or families.

(d)1. Qualified property used to house natural persons or families whose annual household income is greater than 80

percent but not more than 120 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, must receive an ad valorem property tax exemption of 75 percent of the assessed value.

2. Qualified property used to house natural persons or families whose annual household income does not exceed 80 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides, is exempt from ad valorem property taxes.

(e) To receive an exemption under this subsection, a property owner must submit an application on a form prescribed by the department by March 1 for the exemption, accompanied by a certification notice from the corporation to the property appraiser.

(f) To receive a certification notice, a property owner must submit a request to the corporation for certification on a form provided by the corporation which includes all of the following:

1. The most recently completed rental market study meeting the requirements of paragraph (m).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under paragraph (c),

the property owner must provide evidence of the published rent amount for each vacant unit.

4. A sworn statement, under penalty of perjury, from the applicant restricting the property for a period of not less than 3 years to housing persons or families who meet the income limitations under this subsection.

(g) The corporation shall review the request for certification and certify property that meets the eligibility criteria of this subsection. A determination by the corporation regarding a request for certification does not constitute final agency action pursuant to chapter 120.

1. If the corporation determines that the property meets the eligibility criteria for an exemption under this subsection, the corporation must send a certification notice to the property owner and the property appraiser.

2. If the corporation determines that the property does not meet the eligibility criteria, the corporation must notify the property owner and include the reasons for such determination.

(h) The corporation shall post on its website the deadline to submit a request for certification. The deadline must allow adequate time for a property owner to submit a timely application for exemption to the property appraiser.

(i) The property appraiser shall review the application and determine if the applicant is entitled to an exemption. A property appraiser may grant an exemption only for a property for which the corporation has issued a certification notice.

(j) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this subsection was granted such

an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property owner improperly receiving the exemption may not be assessed a penalty or interest.

(k) Units subject to an agreement with the corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004 are not eligible for this exemption.

(l) Property receiving an exemption pursuant to s. 196.1979 is not eligible for this exemption.

(m) A rental market study submitted as required by paragraph (f) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser as defined in s. 475.611 may issue a rental market study. The certified general appraiser must be independent of the property owner who requests the rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable

property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(n) The corporation may adopt rules to implement this section.

(o) This subsection first applies to the 2024 tax roll and is repealed December 31, 2059.

Section 9. Section 196.1979, Florida Statutes, is created to read:

196.1979 County and municipal affordable housing property exemption.—

(1)(a) Notwithstanding ss. 196.195 and 196.196, the board of county commissioners of a county or the governing body of a municipality may adopt an ordinance to exempt those portions of property used to provide affordable housing meeting the requirements of this section. Such property is considered property used for a charitable purpose. To be eligible for the exemption, the portions of property:

1. Must be used to house natural persons or families whose annual household income:

a. Is greater than 30 percent but not more than 60 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within the county in which the person or family resides; or

b. Does not exceed 30 percent of the median annual adjusted gross income for households within the metropolitan statistical area or, if not within a metropolitan statistical area, within

the county in which the person or family resides;

2. Must be within a multifamily project containing 50 or more residential units, at least 20 percent of which are used to provide affordable housing that meets the requirements of this section;

3. Must be rented for an amount no greater than the amount as specified by the most recent multifamily rental programs income and rent limit chart posted by the corporation and derived from the Multifamily Tax Subsidy Projects Income Limits published by the United States Department of Housing and Urban Development or 90 percent of the fair market value rent as determined by a rental market study meeting the requirements of subsection (4), whichever is less;

4. May not have been cited for code violations on three or more occasions in the 24 months before the submission of a tax exemption application;

5. May not have any cited code violations that have not been properly remedied by the property owner before the submission of a tax exemption application; and

6. May not have any unpaid fines or charges relating to the cited code violations. Payment of unpaid fines or charges before a final determination on a property's qualification for an exemption under this section will not exclude such property from eligibility if the property otherwise complies with all other requirements for the exemption.

(b) Qualified property may receive an ad valorem property tax exemption of:

1. Up to 75 percent of the assessed value of each residential unit used to provide affordable housing if fewer

than 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

2. Up to 100 percent of the assessed value if 100 percent of the multifamily project's residential units are used to provide affordable housing meeting the requirements of this section.

(c) The board of county commissioners of the county or the governing body of the municipality, as applicable, may choose to adopt an ordinance that exempts property used to provide affordable housing for natural persons or families meeting the income limits of sub-subparagraph (a)1.a., natural persons or families meeting the income limits of sub-subparagraph (a)1.b., or both.

(2) If a residential unit that in the previous year qualified for the exemption under this section and was occupied by a tenant is vacant on January 1, the vacant unit may qualify for the exemption under this section if the use of the unit is restricted to providing affordable housing that would otherwise meet the requirements of this section and a reasonable effort is made to lease the unit to eligible persons or families.

(3) An ordinance granting the exemption authorized by this section must:

(a) Be adopted under the procedures for adoption of a nonemergency ordinance by a board of county commissioners specified in chapter 125 or by a municipal governing body specified in chapter 166.

(b) Designate the local entity under the supervision of the board of county commissioners or governing body of a

municipality which must develop, receive, and review applications for certification and develop notices of determination of eligibility.

(c) Require the property owner to apply for certification by the local entity in order to receive the exemption. The application for certification must be on a form provided by the local entity designated pursuant to paragraph (b) and include all of the following:

1. The most recently completed rental market study meeting the requirements of subsection (4).

2. A list of the units for which the property owner seeks an exemption.

3. The rent amount received by the property owner for each unit for which the property owner seeks an exemption. If a unit is vacant and qualifies for an exemption under subsection (2), the property owner must provide evidence of the published rent amount for the vacant unit.

(d) Require the local entity to verify and certify property that meets the requirements of the ordinance as qualified property and forward the certification to the property owner and the property appraiser. If the local entity denies the exemption, it must notify the applicant and include reasons for the denial.

(e) Require the eligible unit to meet the eligibility criteria of paragraph (1)(a).

(f) Require the property owner to submit an application for exemption, on a form prescribed by the department, accompanied by the certification of qualified property, to the property appraiser no later than March 1.

(g) Specify that the exemption applies only to the taxes levied by the unit of government granting the exemption.

(h) Specify that the property may not receive an exemption authorized by this section after expiration or repeal of the ordinance.

(i) Identify the percentage of the assessed value which is exempted, subject to the percentage limitations in paragraph (1)(b).

(j) Identify whether the exemption applies to natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.a., natural persons or families meeting the income limits of sub-subparagraph (1)(a)1.b., or both.

(k) Require that the deadline to submit an application for certification be published on the county's or municipality's website. The deadline must allow adequate time for a property owner to make a timely application for exemption to the property appraiser.

(l) Require the county or municipality to post on its website a list of certified properties for the purpose of facilitating access to affordable housing.

(4) A rental market study submitted as required by paragraph (3)(c) must identify the fair market value rent of each unit for which a property owner seeks an exemption. Only a certified general appraiser, as defined in s. 475.611, may issue a rental market study. The certified general appraiser must be independent of the property owner who requests a rental market study. In preparing the rental market study, a certified general appraiser shall comply with the standards of professional practice pursuant to part II of chapter 475 and use comparable

property within the same geographic area and of the same type as the property for which the exemption is sought. A rental market study must have been completed within 3 years before submission of the application.

(5) An ordinance adopted under this section must expire before the fourth January 1 after adoption; however, the board of county commissioners or the governing body of the municipality may adopt a new ordinance to renew the exemption. The board of county commissioners or the governing body of the municipality shall deliver a copy of an ordinance adopted under this section to the department and the property appraiser within 10 days after its adoption. If the ordinance expires or is repealed, the board of county commissioners or the governing body of the municipality must notify the department and the property appraiser within 10 days after its expiration or repeal.

(6) If the property appraiser determines that for any year during the immediately previous 10 years a person who was not entitled to an exemption under this section was granted such an exemption, the property appraiser must serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property owned by the taxpayer and situated in this state is subject to the taxes exempted by the improper exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. If an exemption is improperly granted as a result of a clerical mistake or an omission by the property appraiser, the property

owner improperly receiving the exemption may not be assessed a penalty or interest.

(7) This section first applies to the 2024 tax roll.

Section 10. Section 201.15, Florida Statutes, is amended to read:

201.15 Distribution of taxes collected.—All taxes collected under this chapter are hereby pledged and shall be first made available to make payments when due on bonds issued pursuant to s. 215.618 or s. 215.619, or any other bonds authorized to be issued on a parity basis with such bonds. Such pledge and availability for the payment of these bonds shall have priority over any requirement for the ~~payment of service charges or~~ costs of collection and enforcement under this section. ~~All taxes collected under this chapter, except taxes distributed to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), are subject to the service charge imposed in s. 215.20(1).~~ Before distribution pursuant to this section, the Department of Revenue shall deduct amounts necessary to pay the costs of the collection and enforcement of the tax levied by this chapter. The costs ~~and service charge~~ may not be levied against any portion of taxes pledged to debt service on bonds to the extent that the costs ~~and service charge~~ are required to pay any amounts relating to the bonds. All of the costs of the collection and enforcement of the tax levied by this chapter ~~and the service charge~~ shall be available and transferred to the extent necessary to pay debt service and any other amounts payable with respect to bonds authorized before January 1, 2017, secured by revenues distributed pursuant to this section. All taxes remaining after deduction of costs shall be distributed as

follows:

(1) Amounts necessary to make payments on bonds issued pursuant to s. 215.618 or s. 215.619, as provided under paragraphs (3)(a) and (b), or on any other bonds authorized to be issued on a parity basis with such bonds shall be deposited into the Land Acquisition Trust Fund.

(2) If the amounts deposited pursuant to subsection (1) are less than 33 percent of all taxes collected after first deducting the costs of collection, an amount equal to 33 percent of all taxes collected after first deducting the costs of collection, minus the amounts deposited pursuant to subsection (1), shall be deposited into the Land Acquisition Trust Fund.

(3) Amounts on deposit in the Land Acquisition Trust Fund shall be used in the following order:

(a) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts payable with respect to Florida Forever bonds issued pursuant to s. 215.618. The amount used for such purposes may not exceed $300 million in each fiscal year. It is the intent of the Legislature that all bonds issued to fund the Florida Forever Act be retired by December 31, 2040. Except for bonds issued to refund previously issued bonds, no series of bonds may be issued pursuant to this paragraph unless such bonds are approved and the debt service for the remainder of the fiscal year in which the bonds are issued is specifically appropriated in the General Appropriations Act or other law with respect to bonds issued for the purposes of s. 373.4598.

(b) Payment of debt service or funding of debt service reserve funds, rebate obligations, or other amounts due with

respect to Everglades restoration bonds issued pursuant to s. 215.619. Taxes distributed under paragraph (a) and this paragraph must be collectively distributed on a pro rata basis when the available moneys under this subsection are not sufficient to cover the amounts required under paragraph (a) and this paragraph.

Bonds issued pursuant to s. 215.618 or s. 215.619 are equally and ratably secured by moneys distributable to the Land Acquisition Trust Fund.

(4) After the required distributions to the Land Acquisition Trust Fund pursuant to subsections (1) and (2), the lesser of 8 percent of the remainder or $150 million in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund and shall be expended pursuant to s. 420.50871. If 8 percent of the remainder is greater than $150 million in any fiscal year, the difference between 8 percent of the remainder and $150 million shall be paid into the State Treasury to the credit of the General Revenue Fund. ~~and deduction of the service charge imposed pursuant to s. 215.20(1),~~ The remainder shall be distributed as follows:

(a) The lesser of 20.5453 percent of the remainder or $466.75 million in each fiscal year shall be paid into the State Treasury to the credit of the State Transportation Trust Fund. Notwithstanding any other law, the amount credited to the State Transportation Trust Fund shall be used for:

1. Capital funding for the New Starts Transit Program, authorized by Title 49, U.S.C. s. 5309 and specified in s. 341.051, in the amount of 10 percent of the funds;

2. The Small County Outreach Program specified in s. 339.2818, in the amount of 10 percent of the funds;

3. The Strategic Intermodal System specified in ss. 339.61, 339.62, 339.63, and 339.64, in the amount of 75 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2.; and

4. The Transportation Regional Incentive Program specified in s. 339.2819, in the amount of 25 percent of the funds after deduction of the payments required pursuant to subparagraphs 1. and 2. The first $60 million of the funds allocated pursuant to this subparagraph shall be allocated annually to the Florida Rail Enterprise for the purposes established in s. 341.303(5).

(b) The lesser of 0.1456 percent of the remainder or $3.25 million in each fiscal year shall be paid into the State Treasury to the credit of the Grants and Donations Trust Fund in the Department of Economic Opportunity to fund technical assistance to local governments.

Moneys distributed pursuant to paragraphs (a) and (b) may not be pledged for debt service unless such pledge is approved by referendum of the voters.

(c) An amount equaling 4.5 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. The funds shall be used as follows:

1. Half of that amount shall be used for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Half of that amount shall be paid into the State

Treasury to the credit of the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law.

(d) An amount equaling 5.20254 percent of the remainder in each fiscal year shall be paid into the State Treasury to the credit of the State Housing Trust Fund. Of such funds:

1. Twelve and one-half percent of that amount shall be deposited into the State Housing Trust Fund and expended by the Department of Economic Opportunity and the Florida Housing Finance Corporation for the purposes for which the State Housing Trust Fund was created and exists by law.

2. Eighty-seven and one-half percent of that amount shall be distributed to the Local Government Housing Trust Fund and used for the purposes for which the Local Government Housing Trust Fund was created and exists by law. Funds from this category may also be used to provide for state and local services to assist the homeless.

(e) The lesser of 0.017 percent of the remainder or $300,000 in each fiscal year shall be paid into the State Treasury to the credit of the General Inspection Trust Fund to be used to fund oyster management and restoration programs as provided in s. 379.362(3).

(f) A total of $75 million shall be paid into the State Treasury to the credit of the State Economic Enhancement and Development Trust Fund within the Department of Economic Opportunity.

(g) An amount equaling 5.4175 percent of the remainder shall be paid into the Resilient Florida Trust Fund to be used for the purposes for which the Resilient Florida Trust Fund was

created and exists by law. Funds may be used for planning and project grants.

(h) An amount equaling 5.4175 percent of the remainder shall be paid into the Water Protection and Sustainability Program Trust Fund to be used to fund wastewater grants as specified in s. 403.0673.

(5) Notwithstanding s. 215.32(2)(b)4.a., funds distributed to the State Housing Trust Fund and expended pursuant to s. 420.50871 and funds distributed to the State Housing Trust Fund and the Local Government Housing Trust Fund pursuant to paragraphs (4)(c) and (d) ~~paragraph (4)(c)~~ may not be transferred to the General Revenue Fund in the General Appropriations Act.

(6) After the distributions provided in the preceding subsections, any remaining taxes shall be paid into the State Treasury to the credit of the General Revenue Fund.

Section 11. The amendments made by this act to s. 201.15, Florida Statutes, expire on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 12. Paragraph (p) of subsection (5) of section 212.08, Florida Statutes, is amended, and paragraph (v) is added to that subsection, to read:

212.08 Sales, rental, use, consumption, distribution, and storage tax; specified exemptions.—The sale at retail, the rental, the use, the consumption, the distribution, and the

storage to be used or consumed in this state of the following are hereby specifically exempt from the tax imposed by this chapter.

(5) EXEMPTIONS; ACCOUNT OF USE.—

(p) *Community contribution tax credit for donations.*—

1. Authorization.—Persons who are registered with the department under s. 212.18 to collect or remit sales or use tax and who make donations to eligible sponsors are eligible for tax credits against their state sales and use tax liabilities as provided in this paragraph:

a. The credit shall be computed as 50 percent of the person’s approved annual community contribution.

b. The credit shall be granted as a refund against state sales and use taxes reported on returns and remitted in the 12 months preceding the date of application to the department for the credit as required in sub-subparagraph 3.c. If the annual credit is not fully used through such refund because of insufficient tax payments during the applicable 12-month period, the unused amount may be included in an application for a refund made pursuant to sub-subparagraph 3.c. in subsequent years against the total tax payments made for such year. Carryover credits may be applied for a 3-year period without regard to any time limitation that would otherwise apply under s. 215.26.

c. A person may not receive more than $200,000 in annual tax credits for all approved community contributions made in any one year.

d. All proposals for the granting of the tax credit require the prior approval of the Department of Economic Opportunity.

e. The total amount of tax credits which may be granted for

all programs approved under this paragraph and ss. 220.183 and 624.5105 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects. As used in this paragraph, the term "person with special needs" has the same meaning as in s. 420.0004 and the terms "low-income person," "low-income household," "very-low-income person," and "very-low-income household" have the same meanings as in s. 420.9071.

f. A person who is eligible to receive the credit provided in this paragraph, s. 220.183, or s. 624.5105 may receive the credit only under one section of the person's choice.

2. Eligibility requirements.—

a. A community contribution by a person must be in the following form:

(I) Cash or other liquid assets;

(II) Real property, including 100 percent ownership of a real property holding company;

(III) Goods or inventory; or

(IV) Other physical resources identified by the Department of Economic Opportunity.

For purposes of this sub-subparagraph, the term "real property holding company" means a Florida entity, such as a Florida limited liability company, that is wholly owned by the person; is the sole owner of real property, as defined in s.

192.001(12), located in this ~~the~~ state; is disregarded as an entity for federal income tax purposes pursuant to 26 C.F.R. s. 301.7701-3(b)(1)(ii); and at the time of contribution to an eligible sponsor, has no material assets other than the real property and any other property that qualifies as a community contribution.

b. All community contributions must be reserved exclusively for use in a project. As used in this sub-subparagraph, the term "project" means activity undertaken by an eligible sponsor which is designed to construct, improve, or substantially rehabilitate housing that is affordable to low-income households or very-low-income households; designed to provide housing opportunities for persons with special needs; designed to provide commercial, industrial, or public resources and facilities; or designed to improve entrepreneurial and job-development opportunities for low-income persons. A project may be the investment necessary to increase access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, including projects that result in improvements to communications assets that are owned by a business. A project may include the provision of museum educational programs and materials that are directly related to a project approved between January 1, 1996, and December 31, 1999, and located in an area which was in an enterprise zone designated pursuant to s. 290.0065 as of May 1, 2015. This paragraph does not preclude projects that propose to construct or rehabilitate housing for low-income households or very-low-income households on scattered sites or housing opportunities for persons with special needs. With respect to housing,

contributions may be used to pay the following eligible special needs, low-income, and very-low-income housing-related activities:

(I) Project development impact and management fees for special needs, low-income, or very-low-income housing projects;

(II) Down payment and closing costs for persons with special needs, low-income persons, and very-low-income persons;

(III) Administrative costs, including housing counseling and marketing fees, not to exceed 10 percent of the community contribution, directly related to special needs, low-income, or very-low-income projects; and

(IV) Removal of liens recorded against residential property by municipal, county, or special district local governments if satisfaction of the lien is a necessary precedent to the transfer of the property to a low-income person or very-low-income person for the purpose of promoting home ownership. Contributions for lien removal must be received from a nonrelated third party.

c. The project must be undertaken by an "eligible sponsor," which includes:

(I) A community action program;

(II) A nonprofit community-based development organization whose mission is the provision of housing for persons with special needs, low-income households, or very-low-income households or increasing entrepreneurial and job-development opportunities for low-income persons;

(III) A neighborhood housing services corporation;

(IV) A local housing authority created under chapter 421;

(V) A community redevelopment agency created under s.

163.356;

(VI) A historic preservation district agency or organization;

(VII) A local workforce development board;

(VIII) A direct-support organization as provided in s. 1009.983;

(IX) An enterprise zone development agency created under s. 290.0056;

(X) A community-based organization incorporated under chapter 617 which is recognized as educational, charitable, or scientific pursuant to s. 501(c)(3) of the Internal Revenue Code and whose bylaws and articles of incorporation include affordable housing, economic development, or community development as the primary mission of the corporation;

(XI) Units of local government;

(XII) Units of state government; or

(XIII) Any other agency that the Department of Economic Opportunity designates by rule.

A contributing person may not have a financial interest in the eligible sponsor.

d. The project must be located in an area which was in an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, or a Front Porch Florida Community, unless the project increases access to high-speed broadband capability in a rural community that had an enterprise zone designated pursuant to chapter 290 as of May 1, 2015, but is physically located outside the designated rural zone boundaries. Any project designed to construct or rehabilitate housing for low-income households or

very-low-income households or housing opportunities for persons with special needs is exempt from the area requirement of this sub-subparagraph.

e.(I) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications as follows:

(A) If tax credit applications submitted for approved projects of an eligible sponsor do not exceed $200,000 in total, the credits shall be granted in full if the tax credit applications are approved.

(B) If tax credit applications submitted for approved projects of an eligible sponsor exceed $200,000 in total, the amount of tax credits granted pursuant to sub-sub-sub-subparagraph (A) shall be subtracted from the amount of available tax credits, and the remaining credits shall be

granted to each approved tax credit application on a pro rata basis.

(II) If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for less than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant tax credits for those applications and shall grant remaining tax credits on a first-come, first-served basis for subsequent eligible applications received before the end of the state fiscal year. If, during the first 10 business days of the state fiscal year, eligible tax credit applications for projects other than those that provide housing opportunities for persons with special needs or homeownership opportunities for low-income households or very-low-income households are received for more than the annual tax credits available for those projects, the Department of Economic Opportunity shall grant the tax credits for those applications on a pro rata basis.

3. Application requirements.—

a. An eligible sponsor seeking to participate in this program must submit a proposal to the Department of Economic Opportunity which sets forth the name of the sponsor, a description of the project, and the area in which the project is located, together with such supporting information as is prescribed by rule. The proposal must also contain a resolution from the local governmental unit in which the project is located certifying that the project is consistent with local plans and

regulations.

b. A person seeking to participate in this program must submit an application for tax credit to the Department of Economic Opportunity which sets forth the name of the sponsor; a description of the project; and the type, value, and purpose of the contribution. The sponsor shall verify, in writing, the terms of the application and indicate its receipt of the contribution, and such verification must accompany the application for tax credit. The person must submit a separate tax credit application to the Department of Economic Opportunity for each individual contribution that it makes to each individual project.

c. A person who has received notification from the Department of Economic Opportunity that a tax credit has been approved must apply to the department to receive the refund. Application must be made on the form prescribed for claiming refunds of sales and use taxes and be accompanied by a copy of the notification. A person may submit only one application for refund to the department within a 12-month period.

4. Administration.—

a. The Department of Economic Opportunity may adopt rules necessary to administer this paragraph, including rules for the approval or disapproval of proposals by a person.

b. The decision of the Department of Economic Opportunity must be in writing, and, if approved, the notification shall state the maximum credit allowable to the person. Upon approval, the Department of Economic Opportunity shall transmit a copy of the decision to the department.

c. The Department of Economic Opportunity shall

periodically monitor all projects in a manner consistent with available resources to ensure that resources are used in accordance with this paragraph; however, each project must be reviewed at least once every 2 years.

d. The Department of Economic Opportunity shall, in consultation with the statewide and regional housing and financial intermediaries, market the availability of the community contribution tax credit program to community-based organizations.

(v) *Building materials used in construction of affordable housing units.*—

1. As used in this paragraph, the term:

a. "Affordable housing development" means property that has units subject to an agreement with the Florida Housing Finance Corporation pursuant to chapter 420 recorded in the official records of the county in which the property is located to provide affordable housing to natural persons or families meeting the extremely-low-income, very-low-income, or low-income limits specified in s. 420.0004.

b. "Building materials" means tangible personal property that becomes a component part of eligible residential units in an affordable housing development. The term includes appliances and does not include plants, landscaping, fencing, and hardscaping.

c. "Eligible residential units" means newly constructed units within an affordable housing development which are restricted under the land use restriction agreement.

d. "Newly constructed" means improvements to real property which did not previously exist or the construction of a new

improvement where an old improvement was removed. The term does not include the renovation, restoration, rehabilitation, modification, alteration, or expansion of buildings already located on the parcel on which the eligible residential unit is built.

e. "Real property" has the same meaning as provided in s. 192.001(12).

f. "Substantially completed" has the same meaning as in s. 192.042(1).

2. Building materials used in eligible residential units are exempt from the tax imposed by this chapter if an owner demonstrates to the satisfaction of the department that the requirements of this paragraph have been met. Except as provided in subparagraph 3., this exemption inures to the owner at the time an eligible residential unit is substantially completed, but only through a refund of previously paid taxes. To receive a refund pursuant to this paragraph, the owner of the eligible residential units must file an application with the department. The application must include all of the following:

a. The name and address of the person claiming the refund.

b. An address and assessment roll parcel number of the real property that was improved for which a refund of previously paid taxes is being sought.

c. A description of the eligible residential units for which a refund of previously paid taxes is being sought, including the number of such units.

d. A copy of a valid building permit issued by the county or municipal building department for the eligible residential units.

e. A sworn statement, under penalty of perjury, from the general contractor licensed in this state with whom the owner contracted to build the eligible residential units which specifies the building materials, the actual cost of the building materials, and the amount of sales tax paid in this state on the building materials, and which states that the improvement to the real property was newly constructed. If a general contractor was not used, the owner must make the sworn statement required by this sub-subparagraph. Copies of the invoices evidencing the actual cost of the building materials and the amount of sales tax paid on such building materials must be attached to the sworn statement provided by the general contractor or by the owner. If copies of such invoices are not attached, the cost of the building materials is deemed to be an amount equal to 40 percent of the increase in the final assessed value of the eligible residential units for ad valorem tax purposes less the most recent assessed value of land for the units.

f. A certification by the local building code inspector that the eligible residential unit is substantially completed.

g. A copy of the land use restriction agreement with the Florida Housing Finance Corporation for the eligible residential units.

3. The exemption under this paragraph inures to a municipality, county, other governmental unit or agency, or nonprofit community-based organization through a refund of previously paid taxes if the building materials are paid for from the funds of a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or

loan program. To receive a refund, a municipality, county, other governmental unit or agency, or nonprofit community-based organization must submit an application that includes the same information required under subparagraph 2. In addition, the applicant must include a sworn statement signed by the chief executive officer of the municipality, county, other governmental unit or agency, or nonprofit community-based organization seeking a refund which states that the building materials for which a refund is sought were funded by a community development block grant, the State Housing Initiatives Partnership Program, or a similar grant or loan program.

4. The person seeking a refund must submit an application for refund to the department within 6 months after the eligible residential unit is deemed to be substantially completed by the local building code inspector or by November 1 after the improved property is first subject to assessment.

5. Only one exemption through a refund of previously paid taxes may be claimed for any eligible residential unit. A refund may not be granted unless the amount to be refunded exceeds $500. A refund may not exceed the lesser of $5,000 or 97.5 percent of the Florida sales or use tax paid on the cost of building materials as determined pursuant to sub-subparagraph 2.e. The department shall issue a refund within 30 days after it formally approves a refund application.

6. The department may adopt rules governing the manner and format of refund applications and may establish guidelines as to the requisites for an affirmative showing of qualification for exemption under this paragraph.

7. This exemption under this paragraph applies to sales of

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building materials that occur on or after July 1, 2023.

Section 13. Subsection (24) is added to section 213.053, Florida Statutes, to read:

213.053 Confidentiality and information sharing.—

(24) The department may make available to the Florida Housing Finance Corporation, exclusively for official purposes, information for the purpose of administering the Live Local Program pursuant to s. 420.50872.

Section 14. Section 215.212, Florida Statutes, is created to read:

215.212 Service charge elimination.—

(1) Notwithstanding s. 215.20(1), the service charge provided in s. 215.20(1) may not be deducted from the proceeds of the taxes distributed under s. 201.15.

(2) This section is repealed July 1, 2033.

Section 15. Paragraph (i) of subsection (1) of section 215.22, Florida Statutes, is amended to read:

215.22 Certain income and certain trust funds exempt.—

(1) The following income of a revenue nature or the following trust funds shall be exempt from the appropriation required by s. 215.20(1):

(i) Bond proceeds or revenues dedicated for bond repayment~~, except for the Documentary Stamp Clearing Trust Fund administered by the Department of Revenue~~.

Section 16. The amendment made by this act to s. 215.22, Florida Statutes, expires on July 1, 2033, and the text of that section shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act must be preserved and continue to operate to the extent

that such amendments are not dependent upon the portions of the text which expire pursuant to this section.

Section 17. Subsection (8) of section 220.02, Florida Statutes, is amended to read:

220.02 Legislative intent.—

(8) It is the intent of the Legislature that credits against either the corporate income tax or the franchise tax be applied in the following order: those enumerated in s. 631.828, those enumerated in s. 220.191, those enumerated in s. 220.181, those enumerated in s. 220.183, those enumerated in s. 220.182, those enumerated in s. 220.1895, those enumerated in s. 220.195, those enumerated in s. 220.184, those enumerated in s. 220.186, those enumerated in s. 220.1845, those enumerated in s. 220.19, those enumerated in s. 220.185, those enumerated in s. 220.1875, those enumerated in s. 220.1876, those enumerated in s. 220.1877, those enumerated in s. 220.1878, those enumerated in s. 220.193, those enumerated in s. 288.9916, those enumerated in s. 220.1899, those enumerated in s. 220.194, those enumerated in s. 220.196, those enumerated in s. 220.198, and those enumerated in s. 220.1915.

Section 18. Paragraph (a) of subsection (1) of section 220.13, Florida Statutes, is amended to read:

220.13 "Adjusted federal income" defined.—

(1) The term "adjusted federal income" means an amount equal to the taxpayer's taxable income as defined in subsection (2), or such taxable income of more than one taxpayer as provided in s. 220.131, for the taxable year, adjusted as follows:

(a) *Additions.*—There shall be added to such taxable income:

1. a. The amount of any tax upon or measured by income, excluding taxes based on gross receipts or revenues, paid or accrued as a liability to the District of Columbia or any state of the United States which is deductible from gross income in the computation of taxable income for the taxable year.

b. Notwithstanding sub-subparagraph a., if a credit taken under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added to taxable income in a previous taxable year under subparagraph 11. and is taken as a deduction for federal tax purposes in the current taxable year, the amount of the deduction allowed shall not be added to taxable income in the current year. The exception in this sub-subparagraph is intended to ensure that the credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878 is added in the applicable taxable year and does not result in a duplicate addition in a subsequent year.

2. The amount of interest which is excluded from taxable income under s. 103(a) of the Internal Revenue Code or any other federal law, less the associated expenses disallowed in the computation of taxable income under s. 265 of the Internal Revenue Code or any other law, excluding 60 percent of any amounts included in alternative minimum taxable income, as defined in s. 55(b)(2) of the Internal Revenue Code, if the taxpayer pays tax under s. 220.11(3).

3. In the case of a regulated investment company or real estate investment trust, an amount equal to the excess of the net long-term capital gain for the taxable year over the amount of the capital gain dividends attributable to the taxable year.

4. That portion of the wages or salaries paid or incurred

for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.181. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

5. That portion of the ad valorem school taxes paid or incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year under s. 220.182. This subparagraph shall expire on the date specified in s. 290.016 for the expiration of the Florida Enterprise Zone Act.

6. The amount taken as a credit under s. 220.195 which is deductible from gross income in the computation of taxable income for the taxable year.

7. That portion of assessments to fund a guaranty association incurred for the taxable year which is equal to the amount of the credit allowable for the taxable year.

8. In the case of a nonprofit corporation which holds a pari-mutuel permit and which is exempt from federal income tax as a farmers' cooperative, an amount equal to the excess of the gross income attributable to the pari-mutuel operations over the attributable expenses for the taxable year.

9. The amount taken as a credit for the taxable year under s. 220.1895.

10. Up to nine percent of the eligible basis of any designated project which is equal to the credit allowable for the taxable year under s. 220.185.

11. Any amount taken as a credit for the taxable year under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as

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both a deduction from income and a credit against the tax. This addition is not intended to result in adding the same expense back to income more than once.

12. The amount taken as a credit for the taxable year under s. 220.193.

13. Any portion of a qualified investment, as defined in s. 288.9913, which is claimed as a deduction by the taxpayer and taken as a credit against income tax pursuant to s. 288.9916.

14. The costs to acquire a tax credit pursuant to s. 288.1254(5) that are deducted from or otherwise reduce federal taxable income for the taxable year.

15. The amount taken as a credit for the taxable year pursuant to s. 220.194.

16. The amount taken as a credit for the taxable year under s. 220.196. The addition in this subparagraph is intended to ensure that the same amount is not allowed for the tax purposes of this state as both a deduction from income and a credit against the tax. The addition is not intended to result in adding the same expense back to income more than once.

17. The amount taken as a credit for the taxable year pursuant to s. 220.198.

18. The amount taken as a credit for the taxable year pursuant to s. 220.1915.

Section 19. Paragraph (c) of subsection (1) of section 220.183, Florida Statutes, is amended to read:

220.183 Community contribution tax credit.—

(1) AUTHORIZATION TO GRANT COMMUNITY CONTRIBUTION TAX CREDITS; LIMITATIONS ON INDIVIDUAL CREDITS AND PROGRAM SPENDING.—

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(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 624.5105 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 and homeownership opportunities for low-income households or very-low-income households as defined in s. 420.9071 and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 20. Subsection (2) of section 220.186, Florida Statutes, is amended to read:

220.186 Credit for Florida alternative minimum tax.—

(2) The credit pursuant to this section shall be the amount of the excess, if any, of the tax paid based upon taxable income determined pursuant to s. 220.13(2)(k) over the amount of tax which would have been due based upon taxable income without application of s. 220.13(2)(k), before application of this credit without application of any credit under s. 220.1875, s. 220.1876, ~~or~~ s. 220.1877, or s. 220.1878.

Section 21. Section 220.1878, Florida Statutes, is created to read:

220.1878 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under this chapter after the application of any other allowable credits by the taxpayer. An eligible contribution must be made to the Live Local Program

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on or before the date the taxpayer is required to file a return pursuant to s. 220.222. The credit granted by this section must be reduced by the difference between the amount of federal corporate income tax, taking into account the credit granted by this section, and the amount of federal corporate income tax without application of the credit granted by this section.

(2) A taxpayer who files a Florida consolidated return as a member of an affiliated group pursuant to s. 220.131(1) may be allowed the credit on a consolidated return basis; however, the total credit taken by the affiliated group is subject to the limitation established under subsection (1).

(3) Section 420.50872 applies to the credit authorized by this section.

(4) If a taxpayer applies and is approved for a credit under s. 420.50872 after timely requesting an extension to file under s. 220.222(2):

(a) The credit does not reduce the amount of tax due for purposes of the department's determination as to whether the taxpayer was in compliance with the requirement to pay tentative taxes under ss. 220.222 and 220.32.

(b) The taxpayer's noncompliance with the requirement to pay tentative taxes shall result in the revocation and rescindment of any such credit.

(c) The taxpayer shall be assessed for any taxes, penalties, or interest due from the taxpayer's noncompliance with the requirement to pay tentative taxes.

Section 22. Paragraph (c) of subsection (2) of section 220.222, Florida Statutes, is amended to read:

220.222 Returns; time and place for filing.—

(2)

(c)1. For purposes of this subsection, a taxpayer is not in compliance with s. 220.32 if the taxpayer underpays the required payment by more than the greater of $2,000 or 30 percent of the tax shown on the return when filed.

2. For the purpose of determining compliance with s. 220.32 as referenced in subparagraph 1., the tax shown on the return when filed must include the amount of the allowable credits taken on the return pursuant to s. 220.1878.

Section 23. Subsection (5) of section 253.034, Florida Statutes, is amended to read:

253.034 State-owned lands; uses.—

(5) Each manager of conservation lands shall submit to the Division of State Lands a land management plan at least every 10 years in a form and manner adopted by rule of the board of trustees and in accordance with s. 259.032. Each manager of conservation lands shall also update a land management plan whenever the manager proposes to add new facilities or make substantive land use or management changes that were not addressed in the approved plan, or within 1 year after the addition of significant new lands. Each manager of nonconservation lands shall submit to the Division of State Lands a land use plan at least every 10 years in a form and manner adopted by rule of the board of trustees. The division shall review each plan for compliance with the requirements of this subsection and the requirements of the rules adopted by the board of trustees pursuant to this section. All nonconservation land use plans, whether for single-use or multiple-use properties, shall be managed to provide the greatest benefit to

the state. Plans for managed areas larger than 1,000 acres shall contain an analysis of the multiple-use potential of the property which includes the potential of the property to generate revenues to enhance the management of the property. In addition, the plan shall contain an analysis of the potential use of private land managers to facilitate the restoration or management of these lands and whether nonconservation lands would be more appropriately transferred to the county or municipality in which the land is located for the purpose of providing affordable multifamily rental housing that meets the criteria of s. 420.0004(3). If a newly acquired property has a valid conservation plan that was developed by a soil and conservation district, such plan shall be used to guide management of the property until a formal land use plan is completed.

(a) State conservation lands shall be managed to ensure the conservation of this ~~the~~ state's plant and animal species and to ensure the accessibility of state lands for the benefit and enjoyment of all people of this ~~the~~ state, both present and future. Each land management plan for state conservation lands shall provide a desired outcome, describe both short-term and long-term management goals, and include measurable objectives to achieve those goals. Short-term goals shall be achievable within a 2-year planning period, and long-term goals shall be achievable within a 10-year planning period. These short-term and long-term management goals shall be the basis for all subsequent land management activities.

(b) Short-term and long-term management goals for state conservation lands shall include measurable objectives for the

following, as appropriate:

1. Habitat restoration and improvement.

2. Public access and recreational opportunities.

3. Hydrological preservation and restoration.

4. Sustainable forest management.

5. Exotic and invasive species maintenance and control.

6. Capital facilities and infrastructure.

7. Cultural and historical resources.

8. Imperiled species habitat maintenance, enhancement, restoration, or population restoration.

(c) The land management plan shall, at a minimum, contain the following elements:

1. A physical description of the land.

2. A quantitative data description of the land which includes an inventory of forest and other natural resources; exotic and invasive plants; hydrological features; infrastructure, including recreational facilities; and other significant land, cultural, or historical features. The inventory shall reflect the number of acres for each resource and feature, when appropriate. The inventory shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the Department of Environmental Protection pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.

3. A detailed description of each short-term and long-term

land management goal, the associated measurable objectives, and the related activities that are to be performed to meet the land management objectives. Each land management objective must be addressed by the land management plan, and if practicable, a land management objective may not be performed to the detriment of the other land management objectives.

4. A schedule of land management activities which contains short-term and long-term land management goals and the related measurable objective and activities. The schedule shall include for each activity a timeline for completion, quantitative measures, and detailed expense and manpower budgets. The schedule shall provide a management tool that facilitates development of performance measures.

5. A summary budget for the scheduled land management activities of the land management plan. For state lands containing or anticipated to contain imperiled species habitat, the summary budget shall include any fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used solely to restore, manage, enhance, repopulate, or acquire imperiled species habitat. The summary budget shall be prepared in such manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3).

(d) Upon completion, the land management plan must be transmitted to the Acquisition and Restoration Council for review. The council shall have 90 days after receipt of the plan to review the plan and submit its recommendations to the board of trustees. During the review period, the land management plan

may be revised if agreed to by the primary land manager and the council taking into consideration public input. The land management plan becomes effective upon approval by the board of trustees.

(e) Land management plans are to be updated every 10 years on a rotating basis. Each updated land management plan must identify any conservation lands under the plan, in part or in whole, that are no longer needed for conservation purposes and could be disposed of in fee simple or with the state retaining a permanent conservation easement.

(f) In developing land management plans, at least one public hearing shall be held in any one affected county.

(g) The Division of State Lands shall make available to the public an electronic copy of each land management plan for parcels that exceed 160 acres in size. The division shall review each plan for compliance with the requirements of this subsection, the requirements of chapter 259, and the requirements of the rules adopted by the board of trustees pursuant to this section. The Acquisition and Restoration Council shall also consider the propriety of the recommendations of the managing entity with regard to the future use of the property, the protection of fragile or nonrenewable resources, the potential for alternative or multiple uses not recognized by the managing entity, and the possibility of disposal of the property by the board of trustees. After its review, the council shall submit the plan, along with its recommendations and comments, to the board of trustees. The council shall specifically recommend to the board of trustees whether to approve the plan as submitted, approve the plan with

modifications, or reject the plan. If the council fails to make a recommendation for a land management plan, the Secretary of Environmental Protection, Commissioner of Agriculture, or executive director of the Fish and Wildlife Conservation Commission or their designees shall submit the land management plan to the board of trustees.

(h) The board of trustees shall consider the land management plan submitted by each entity and the recommendations of the Acquisition and Restoration Council and the Division of State Lands and shall approve the plan with or without modification or reject such plan. The use or possession of any such lands that is not in accordance with an approved land management plan is subject to termination by the board of trustees.

(i)1. State nonconservation lands shall be managed to provide the greatest benefit to the state. State nonconservation lands may be grouped by similar land use types under one land use plan. Each land use plan shall, at a minimum, contain the following elements:

a. A physical description of the land to include any significant natural or cultural resources as well as management strategies developed by the land manager to protect such resources.

b. A desired development outcome.

c. A schedule for achieving the desired development outcome.

d. A description of both short-term and long-term development goals.

e. A management and control plan for invasive nonnative

plants.

f. A management and control plan for soil erosion and soil and water contamination.

g. Measureable objectives to achieve the goals identified in the land use plan.

2. Short-term goals shall be achievable within a 5-year planning period and long-term goals shall be achievable within a 10-year planning period.

3. The use or possession of any such lands that is not in accordance with an approved land use plan is subject to termination by the board of trustees.

4. Land use plans submitted by a manager shall include reference to appropriate statutory authority for such use or uses and shall conform to the appropriate policies and guidelines of the state land management plan.

Section 24. Subsection (1) of section 253.0341, Florida Statutes, is amended to read:

253.0341 Surplus of state-owned lands.—

(1) The board of trustees shall determine which lands, the title to which is vested in the board, may be surplused. For all conservation lands, the Acquisition and Restoration Council shall make a recommendation to the board of trustees, and the board of trustees shall determine whether the lands are no longer needed for conservation purposes. If the board of trustees determines the lands are no longer needed for conservation purposes, it may dispose of such lands by an affirmative vote of at least three members. In the case of a land exchange involving the disposition of conservation lands, the board of trustees must determine by an affirmative vote of

at least three members that the exchange will result in a net positive conservation benefit. For all nonconservation lands, the board of trustees shall determine whether the lands are no longer needed. If the board of trustees determines the lands are no longer needed, it may dispose of such lands by an affirmative vote of at least three members. Local government requests for the state to surplus conservation or nonconservation lands, whether for purchase, ~~or~~ exchange, or any other means of transfer, must ~~shall~~ be expedited throughout the surplusing process. Property jointly acquired by the state and other entities may not be surplused without the consent of all joint owners.

Section 25. Subsection (2) of section 288.101, Florida Statutes, is amended to read:

288.101 Florida Job Growth Grant Fund.—

(2) The department and Enterprise Florida, Inc., may identify projects, solicit proposals, and make funding recommendations to the Governor, who is authorized to approve:

(a) State or local public infrastructure projects to promote:

1. Economic recovery in specific regions of this ~~the~~ state;~~,~~

2. Economic diversification;~~,~~ or

3. Economic enhancement in a targeted industry.

(b) State or local public infrastructure projects to facilitate the development or construction of affordable housing. This paragraph is repealed July 1, 2033.

(c) Infrastructure funding to accelerate the rehabilitation of the Herbert Hoover Dike. The department or the South Florida

Water Management District may enter into agreements, as necessary, with the United States Army Corps of Engineers to implement this paragraph.

(d) ~~(c)~~ Workforce training grants to support programs at state colleges and state technical centers that provide participants with transferable, sustainable workforce skills applicable to more than a single employer, and for equipment associated with these programs. The department shall work with CareerSource Florida, Inc., to ensure programs are offered to the public based on criteria established by the state college or state technical center and do not exclude applicants who are unemployed or underemployed.

Section 26. Section 420.0003, Florida Statutes, is amended to read:

(Substantial rewording of section. See s. 420.0003, F.S., for present text.)

420.0003 State housing strategy.—

(1) LEGISLATIVE INTENT.—It is the intent of this act to articulate a state housing strategy that will carry the state toward the goal of ensuring that each Floridian has safe, decent, and affordable housing. This strategy must involve state and local governments working in partnership with communities and the private sector and must involve financial, as well as regulatory, commitment to accomplish this goal.

(2) POLICIES.—

(a) *Housing production and rehabilitation programs.*— Programs to encourage housing production or rehabilitation must be guided by the following general policies, as appropriate for the purpose of the specific program:

1. State and local governments shall provide incentives to encourage the private sector to be the primary delivery vehicle for the development of affordable housing. When possible, state funds should be heavily leveraged to achieve the maximum federal, local, and private commitment of funds and be used to ensure long-term affordability. To the maximum extent possible, state funds should be expended to create new housing stock and be used for repayable loans rather than grants. Local incentives to stimulate private sector development of affordable housing may include establishment of density bonus incentives.

2. State and local governments should consider and implement innovative solutions to housing issues where appropriate. Innovative solutions include, but are not limited to:

a. Utilizing publicly held land to develop affordable housing through state or local land purchases, long-term land leasing, and school district affordable housing programs. To the maximum extent possible, state-owned lands that are appropriate for the development of affordable housing must be made available for that purpose.

b. Community-led planning that focuses on urban infill, flexible zoning, redevelopment of commercial property into mixed-use property, resiliency, and furthering development in areas with preexisting public services, such as wastewater, transit, and schools.

c. Project features that maximize efficiency in land and resource use, such as high density, high rise, and mixed use.

d. Mixed-income projects that facilitate more diverse and successful communities.

e. Modern housing concepts such as manufactured homes, tiny homes, 3D-printed homes, and accessory dwelling units.

3. State funds should be available only to local governments that provide incentives or financial assistance for housing. State funding for housing should not be made available to local governments whose comprehensive plans have been found not in compliance with chapter 163 and who have not entered into a stipulated settlement agreement with the department to bring the plans into compliance. State funds should be made available only for projects consistent with the local government's comprehensive plan.

4. Local governments are encouraged to enter into interlocal agreements, as appropriate, to coordinate strategies and maximize the use of state and local funds.

5. State-funded development should emphasize use of developed land, urban infill, and the transformation of existing infrastructure in order to minimize sprawl, separation of housing from employment, and effects of increased housing on ecological preservation areas. Housing available to the state's workforce should prioritize proximity to employment and services.

(b) *Public-private partnerships.*—Cost-effective public-private partnerships must emphasize production and preservation of affordable housing.

1. Data must be developed and maintained on the affordable housing activities of local governments, community-based organizations, and private developers.

2. The state shall assist local governments and community-based organizations by providing training and technical

assistance.

3. In coordination with local activities and with federal initiatives, the state shall provide incentives for public sector and private sector development of affordable housing.

(c) *Preservation of housing stock.*—The existing stock of affordable housing must be preserved and improved through rehabilitation programs and expanded neighborhood revitalization efforts to promote suitable living environments for individuals and families.

(d) *Unique housing needs.*—The wide range of need for safe, decent, and affordable housing must be addressed, with an emphasis on assisting the neediest persons.

1. State housing programs must promote the self-sufficiency and economic dignity of the people of this state, including elderly persons and persons with disabilities.

2. The housing requirements of special needs populations must be addressed through programs that promote a range of housing options bolstering integration with the community.

3. All housing initiatives and programs must be nondiscriminatory.

4. The geographic distribution of resources must provide for the development of housing in rural and urban areas.

5. The important contribution of public housing to the well-being of citizens in need shall be acknowledged through efforts to continue and bolster existing programs. State and local government funds allocated to enhance public housing must be used to supplement, not supplant, federal support.

(3) IMPLEMENTATION.—The state, in carrying out the strategy articulated in this section, shall have the following duties:

(a) State fiscal resources must be directed to achieve the following programmatic objectives:

1. Effective technical assistance and capacity-building programs must be established at the state and local levels.

2. The Shimberg Center for Housing Studies at the University of Florida shall develop and maintain statewide data on housing needs and production, provide technical assistance relating to real estate development and finance, operate an information clearinghouse on housing programs, and coordinate state housing initiatives with local government and federal programs.

3. The corporation shall maintain a consumer-focused website for connecting tenants with affordable housing.

(b) The long-range program plan of the department must include specific goals, objectives, and strategies that implement the housing policies in this section.

(c) The Shimberg Center for Housing Studies at the University of Florida, in consultation with the department and the corporation, shall perform functions related to the research and planning for affordable housing. Functions must include quantifying affordable housing needs, documenting results of programs administered, and inventorying the supply of affordable housing units made available in this state. The recommendations required in this section and a report of any programmatic modifications made as a result of these policies must be included in the housing report required by s. 420.6075. The report must identify the needs of specific populations, including, but not limited to, elderly persons, persons with disabilities, and persons with special needs, and may recommend

statutory modifications when appropriate.

(d) The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall evaluate affordable housing issues pursuant to the schedule set forth in this paragraph. OPPAGA may coordinate with and rely upon the expertise and research activities of the Shimberg Center for Housing Studies in conducting the evaluations. The analysis may include relevant reports prepared by the Shimberg Center for Housing Studies, the department, the corporation, and the provider of the Affordable Housing Catalyst Program; interviews with the agencies, providers, offices, developers, and other organizations related to the development and provision of affordable housing at the state and local levels; and any other relevant data. When appropriate, each report must recommend policy and statutory modifications for consideration by the Legislature. Each report must be submitted to the President of the Senate and the Speaker of the House of Representatives pursuant to the schedule. OPPAGA shall review and evaluate:

1. By December 15, 2023, and every 5 years thereafter, innovative affordable housing strategies implemented by other states, their effectiveness, and their potential for implementation in this state.

2. By December 15, 2024, and every 5 years thereafter, affordable housing policies enacted by local governments, their effectiveness, and which policies constitute best practices for replication across this state. The report must include a review and evaluation of the extent to which interlocal cooperation is used, effective, or hampered.

3. By December 15, 2025, and every 5 years thereafter,

existing state-level housing rehabilitation, production, preservation, and finance programs to determine their consistency with relevant policies in this section and effectiveness in providing affordable housing. The report must also include an evaluation of the degree of coordination between housing programs of this state, and between state, federal, and local housing activities, and shall recommend improved program linkages when appropriate.

(e) The department and the corporation should conform the administrative rules for each housing program to the policies stated in this section, provided that such changes in the rules are consistent with the statutory intent or requirements for the program. This authority applies only to programs offering loans, grants, or tax credits and only to the extent that state policies are consistent with applicable federal requirements.

Section 27. Subsection (36) of section 420.503, Florida Statutes, is amended to read:

420.503 Definitions.—As used in this part, the term:

(36) "Qualified contract" has the same meaning as in 26 U.S.C. s. 42(h)(6)(F) in effect on the date of the preliminary determination certificate for the low-income housing tax credits for the development that is the subject of the qualified contract request, unless the Internal Revenue Code requires a different statute or regulation to apply to the development. The corporation shall deem a bona fide contract to be a qualified contract at the time the bona fide contract is presented to the owner and the initial ~~second earnest money~~ deposit is deposited in escrow in accordance with the terms of the bona fide contract, and, in such event, the corporation is deemed to have

fulfilled its responsibility to present the owner with a qualified contract.

Section 28. Subsection (3) and paragraph (a) of subsection (4) of section 420.504, Florida Statutes, are amended to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(3) The corporation is a separate budget entity and is not subject to control, supervision, or direction by the department ~~of Economic Opportunity~~ in any manner, including, but not limited to, personnel, purchasing, transactions involving real or personal property, and budgetary matters. The corporation shall consist of a board of directors composed of the Secretary of Economic Opportunity as an ex officio and voting member, or a senior-level agency employee designated by the secretary, one member appointed by the President of the Senate, one member appointed by the Speaker of the House of Representatives, and eight members appointed by the Governor subject to confirmation by the Senate from the following:

(a) One citizen actively engaged in the residential home building industry.

(b) One citizen actively engaged in the banking or mortgage banking industry.

(c) One citizen who is a representative of those areas of labor engaged in home building.

(d) One citizen with experience in housing development who is an advocate for low-income persons.

(e) One citizen actively engaged in the commercial building industry.

(f) One citizen who is a former local government elected

official.

(g) Two citizens of the state who are not principally employed as members or representatives of any of the groups specified in paragraphs (a)-(f).

(4)(a) Members of the corporation shall be appointed for terms of 4 years, except that any vacancy shall be filled for the unexpired term. Vacancies on the board shall be filled by appointment by the Governor, the President of the Senate, or the Speaker of the House of Representatives, respectively, depending on who appointed the member whose vacancy is to be filled or whose term has expired.

Section 29. Subsection (30) of section 420.507, Florida Statutes, is amended to read:

420.507 Powers of the corporation.—The corporation shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers which are in addition to all other powers granted by other provisions of this part:

(30) To prepare and submit to the Secretary of Economic Opportunity a budget request for purposes of the corporation, which request must ~~shall~~, notwithstanding the provisions of chapter 216 and in accordance with s. 216.351, contain a request for operational expenditures and separate requests for other authorized corporation programs. The request must include, for informational purposes, the amount of state funds necessary to use all federal housing funds anticipated to be received by, or allocated to, the state in the fiscal year in order to maximize the production of new, affordable multifamily housing units in this state. The request need not contain information on the

number of employees, salaries, or any classification thereof, and the approved operating budget therefor need not comply with s. 216.181(8)-(10). The secretary may include within the department's budget request the corporation's budget request in the form as authorized by this section.

Section 30. The amendment made by this act to s. 420.507(30), Florida Statutes, expires July 1, 2033, and the text of that subsection shall revert to that in existence on June 30, 2023, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of text which expire pursuant to this section.

Section 31. Subsection (10) of section 420.5087, Florida Statutes, is amended to read:

420.5087 State Apartment Incentive Loan Program.—There is hereby created the State Apartment Incentive Loan Program for the purpose of providing first, second, or other subordinated mortgage loans or loan guarantees to sponsors, including for-profit, nonprofit, and public entities, to provide housing affordable to very-low-income persons.

(10) The corporation may prioritize a portion of the program funds set aside under paragraph (3)(d) for persons with special needs as defined in s. 420.0004(13) to provide funding for the development of newly constructed permanent rental housing ~~on a campus~~ that provides housing for persons in foster care or persons aging out of foster care pursuant to s. 409.1451. Such housing shall promote and facilitate access to community-based supportive, educational, and employment services and resources that assist persons aging out of foster care to

successfully transition to independent living and adulthood. The corporation must consult with the Department of Children and Families to create minimum criteria for such housing.

Section 32. Section 420.50871, Florida Statutes, is created to read:

420.50871 Allocation of increased revenues derived from amendments to s. 201.15 made by this act.—Funds that result from increased revenues to the State Housing Trust Fund derived from amendments made to s. 201.15 made by this act must be used annually for projects under the State Apartment Incentive Loan Program under s. 420.5087 as set forth in this section, notwithstanding ss. 420.507(48) and (50) and 420.5087(1) and (3). The Legislature intends for these funds to provide for innovative projects that provide affordable and attainable housing for persons and families working, going to school, or living in this state. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2). Beginning in the 2023-2024 fiscal year and annually for 10 years thereafter:

(1) The corporation shall allocate 70 percent of the funds provided by this section to issue competitive requests for application for the affordable housing project purposes specified in this subsection. The corporation shall finance projects that:

(a) Both redevelop an existing affordable housing development and provide for the construction of a new development within close proximity to the existing development to be rehabilitated. Each project must provide for building the

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new affordable housing development first, relocating the tenants of the existing development to the new development, and then demolishing the existing development for reconstruction of an affordable housing development with more overall and affordable units.

(b) Address urban infill, including conversions of vacant, dilapidated, or functionally obsolete buildings or the use of underused commercial property.

(c) Provide for mixed use of the location, incorporating nonresidential uses, such as retail, office, institutional, or other appropriate commercial or nonresidential uses.

(d) Provide housing near military installations in this state, with preference given to projects that incorporate critical services for servicemembers, their families, and veterans, such as mental health treatment services, employment services, and assistance with transition from active-duty service to civilian life.

(2) From the remaining funds, the corporation shall allocate the funds to issue competitive requests for application for any of the following affordable housing purposes specified in this subsection. The corporation shall finance projects that:

(a) Propose using or leasing public lands. Projects that propose to use or lease public lands must include a resolution or other agreement with the unit of government owning the land to use the land for affordable housing purposes.

(b) Address the needs of young adults who age out of the foster care system.

(c) Meet the needs of elderly persons.

(d) Provide housing to meet the needs in areas of rural

opportunity, designated pursuant to s. 288.0656.

(3) Under any request for application under this section, the corporation shall coordinate with the appropriate state department or agency and prioritize projects that provide for mixed-income developments.

(4) This section does not prohibit the corporation from allocating additional funds to the purposes described in this section. In any fiscal year, if the funds allocated by the corporation to any request for application under subsections (1) and (2) are not fully used after the application and award processes are complete, the corporation may use those funds to supplement any future request for application under this section.

(5) This section is repealed June 30, 2033.

Section 33. The Division of Law Revision is directed to replace the phrase "this act" wherever it occurs in s. 420.50871, Florida Statutes, as created by this act, with the assigned chapter number of this act.

Section 34. Section 420.50872, Florida Statutes, is created to read:

420.50872 Live Local Program.—

(1) DEFINITIONS.—As used in this section, the term:

(a) "Annual tax credit amount" means, for any state fiscal year, the sum of the amount of tax credits approved under paragraph (3)(a), including tax credits to be taken under s. 220.1878 or s. 624.51058, which are approved for taxpayers whose taxable years begin on or after January 1 of the calendar year preceding the start of the applicable state fiscal year.

(b) "Eligible contribution" means a monetary contribution

from a taxpayer, subject to the restrictions provided in this section, to the corporation for use in the State Apartment Incentive Loan Program under s. 420.5087. The taxpayer making the contribution may not designate a specific project, property, or geographic area of this state as the beneficiary of the eligible contribution.

(c) "Live Local Program" means the program described in this section whereby eligible contributions are made to the corporation.

(d) "Tax credit cap amount" means the maximum annual tax credit amount that the Department of Revenue may approve for a state fiscal year.

(2) RESPONSIBILITIES OF THE CORPORATION.—The corporation shall:

(a) Expend 100 percent of eligible contributions received under this section for the State Apartment Incentive Loan Program under s. 420.5087. However, the corporation may use up to $25 million of eligible contributions to provide loans for the construction of large-scale projects of significant regional impact. Such projects must include a substantial civic, educational, or health care use and may include a commercial use, any of which must be incorporated within or contiguous to the project property. Such a loan must be made, except as otherwise provided in this subsection, in accordance with the practices and policies of the State Apartment Incentive Loan Program. Such a loan is subject to the competitive application process and may not exceed 25 percent of the total project cost. The corporation must find that the loan provides a unique opportunity for investment alongside local government

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participation that would enable creation of a significant amount of affordable housing. Projects approved under this section are intended to provide housing that is affordable as defined in s. 420.0004, notwithstanding the income limitations in s. 420.5087(2).

(b) Upon receipt of an eligible contribution, provide the taxpayer that made the contribution with a certificate of contribution. A certificate of contribution must include the taxpayer's name; its federal employer identification number, if available; the amount contributed; and the date of contribution.

(c) Within 10 days after issuing a certificate of contribution, provide a copy to the Department of Revenue.

(3) LIVE LOCAL TAX CREDITS; APPLICATIONS, TRANSFERS, AND LIMITATIONS.—

(a) Beginning in the 2023-2024 fiscal year, the tax credit cap amount is $100 million in each state fiscal year.

(b) Beginning October 1, 2023, a taxpayer may submit an application to the Department of Revenue for an allocation of the tax credit cap for tax credits to be taken under either or both of s. 220.1878 or s. 624.51058.

1. The taxpayer shall specify in the application each tax for which the taxpayer requests a credit and the applicable taxable year. For purposes of s. 220.1878, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that year pursuant to s. 220.222. For purposes of s. 624.51058, a taxpayer may apply for a credit to be used for a prior taxable year before the date the taxpayer is required to file a return for that prior taxable year pursuant to ss. 624.509 and 624.5092. The

Department of Revenue shall approve tax credits on a first-come, first-served basis.

2. Within 10 days after approving or denying an application, the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(c) If a tax credit approved under paragraph (b) is not fully used for the specified taxable year for credits under s. 220.1878 or s. 624.51058 because of insufficient tax liability on the part of the taxpayer, the unused amount may be carried forward for a period not to exceed 10 taxable years. For purposes of s. 220.1878, a credit carried forward may be used in a subsequent year after applying the other credits and unused carryovers in the order provided in s. 220.02(8).

(d) A taxpayer may not convey, transfer, or assign an approved tax credit or a carryforward tax credit to another entity unless all of the assets of the taxpayer are conveyed, assigned, or transferred in the same transaction. However, a tax credit under s. 220.1878 or s. 624.51058 may be conveyed, transferred, or assigned between members of an affiliated group of corporations if the type of tax credit under s. 220.1878 or s. 624.51058 remains the same. A taxpayer shall notify the Department of Revenue of its intent to convey, transfer, or assign a tax credit to another member within an affiliated group of corporations. The amount conveyed, transferred, or assigned is available to another member of the affiliated group of corporations upon approval by the Department of Revenue.

(e) Within any state fiscal year, a taxpayer may rescind all or part of a tax credit allocation approved under paragraph (b). The amount rescinded must become available for that state

fiscal year to another eligible taxpayer as approved by the Department of Revenue if the taxpayer receives notice from the Department of Revenue that the rescindment has been accepted by the Department of Revenue. Any amount rescinded under this paragraph must become available to an eligible taxpayer on a first-come, first-served basis based on tax credit applications received after the date the rescindment is accepted by the Department of Revenue.

(f) Within 10 days after approving or denying the conveyance, transfer, or assignment of a tax credit under paragraph (d), or the rescindment of a tax credit under paragraph (e), the Department of Revenue shall provide a copy of its approval or denial letter to the corporation.

(g) For purposes of calculating the underpayment of estimated corporate income taxes under s. 220.34 and tax installment payments for taxes on insurance premiums or assessments under s. 624.5092, the final amount due is the amount after credits earned under s. 220.1878 or s. 624.51058 for contributions to eligible charitable organizations are deducted.

1. For purposes of determining if a penalty or interest under s. 220.34(2)(d)1. will be imposed for underpayment of estimated corporate income tax, a taxpayer may, after earning a credit under s. 220.1878, reduce any estimated payment in that taxable year by the amount of the credit.

2. For purposes of determining if a penalty under s. 624.5092 will be imposed, an insurer, after earning a credit under s. 624.51058 for a taxable year, may reduce any installment payment for such taxable year of 27 percent of the

amount of the net tax due as reported on the return for the preceding year under s. 624.5092(2)(b) by the amount of the credit.

(4) PRESERVATION OF CREDIT.—If any provision or portion of this section, s. 220.1878, or s. 624.51058 or the application thereof to any person or circumstance is held unconstitutional by any court or is otherwise declared invalid, the unconstitutionality or invalidity does not affect any credit earned under s. 220.1878 or s. 624.51058 by any taxpayer with respect to any contribution paid to the Live Local Program before the date of a determination of unconstitutionality or invalidity. The credit must be allowed at such time and in such a manner as if a determination of unconstitutionality or invalidity had not been made, provided that nothing in this subsection by itself or in combination with any other provision of law may result in the allowance of any credit to any taxpayer in excess of $1 of credit for each dollar paid to an eligible charitable organization.

(5) ADMINISTRATION; RULES.—

(a) The Department of Revenue and the corporation may develop a cooperative agreement to assist in the administration of this section, as needed.

(b) The Department of Revenue may adopt rules necessary to administer this section, s. 220.1878, and s. 624.51058, including rules establishing application forms, procedures governing the approval of tax credits and carryforward tax credits under subsection (3), and procedures to be followed by taxpayers when claiming approved tax credits on their returns.

(c) By August 15, 2023, and by each August 15 thereafter,

the Department of Revenue shall determine the 500 taxpayers with the greatest total corporate income or franchise tax due as reported on the taxpayer's return filed pursuant to s. 220.22 during the previous calendar year and notify those taxpayers of the existence of the Live Local Program and the process for obtaining an allocation of the tax credit cap. The Department of Revenue shall confer with the corporation in the drafting of the notification. The Department of Revenue may provide this notification by electronic means.

Section 35. Section 420.5096, Florida Statutes, is created to read:

420.5096 Florida Hometown Hero Program.—

(1) The Legislature finds that individual homeownership is vital to building long-term housing and financial security. With rising home prices, down payment and closing costs are often significant barriers to homeownership for working Floridians. Each person in Florida's hometown workforce is essential to creating thriving communities, and the Legislature finds that the ability of Floridians to reside within the communities in which they work is of great importance. Therefore, the Legislature finds that providing assistance to homebuyers in this state by reducing the amount of down payment and closing costs is a necessary step toward expanding access to homeownership and achieving safe, decent, and affordable housing for all Floridians.

(2) The Florida Hometown Hero Program is created to assist Florida's hometown workforce in attaining homeownership by providing financial assistance to residents to purchase a home as their primary residence. Under the program, a borrower may

apply to the corporation for a loan to reduce the amount of the down payment and closing costs paid by the borrower by a minimum of $10,000 and up to 5 percent of the first mortgage loan, not exceeding $35,000. Loans must be made available at a zero percent interest rate and must be made available for the term of the first mortgage. The balance of any loan is due at closing if the property is sold, refinanced, rented, or transferred, unless otherwise approved by the corporation.

(3) For loans made available pursuant to s. 420.507(23)(a)1. or 2., the corporation may underwrite and make those mortgage loans through the program to persons or families who have household incomes that do not exceed 150 percent of the state median income or local median income, whichever is greater. A borrower must be seeking to purchase a home as a primary residence; a first-time homebuyer and a Florida resident; and employed full-time by a Florida-based employer. The borrower must provide documentation of full-time employment, or full-time status for self-employed individuals, of 35 hours or more per week. The requirement to be a first-time homebuyer does not apply to a borrower who is an active duty servicemember of a branch of the armed forces or the Florida National Guard, as defined in s. 250.01, or a veteran.

(4) Loans made under the Florida Hometown Hero Program may be used for the purchase of manufactured homes, as defined in s. 320.01(2)(b), which were constructed after July 13, 1994; which are permanently affixed to real property in this state, whether owned or leased by the borrower; and which are titled and financed as tangible personal property or as real property.

(5) This program is intended to be evergreen, and

repayments for loans made under this program shall be retained within the program to make additional loans.

Section 36. Subsection (3) is added to section 420.531, Florida Statutes, to read:

420.531 Affordable Housing Catalyst Program.—

(3) The corporation may contract with the entity providing statewide training and technical assistance to provide technical assistance to local governments to establish selection criteria and related provisions for requests for proposals or other competitive solicitations for use or lease of government-owned real property for affordable housing purposes. The entity providing statewide training and technical assistance may develop best practices or other key elements for successful use of public property for affordable housing, in conjunction with technical support provided under subsection (1).

Section 37. Section 420.6075, Florida Statutes, is amended to read:

420.6075 Research and planning for affordable housing; annual housing report.—

(1) The research and planning functions of the department shall include the collection of data on the need for affordable housing in this state and the extent to which that need is being met through federal, state, and local programs, in order to facilitate planning to meet the housing needs in this state and to enable the development of sound strategies and programs for affordable housing. To fulfill this function, the Shimberg Center for Housing Studies ~~Affordable Housing~~ at the University of Florida shall perform the following functions:

(a) Quantify affordable housing needs in this ~~the~~ state by

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analyzing available data, including information provided through the housing elements of local comprehensive plans, and identify revisions in the housing element data requirements that would result in more uniform, meaningful information being obtained.

(b) Document the results since 1980 of all programs administered by the department which provide for or act as incentives for housing production or improvement. Data on program results must include the number of units produced and the unit cost under each program.

(c) Inventory the supply of affordable housing units made available through federal, state, and local programs. Data on the geographic distribution of affordable units must show the availability of units in each county and municipality.

(2) By December 31 of each year, the Shimberg Center for Housing Studies ~~Affordable Housing~~ shall submit to the Legislature an updated housing report describing the supply of and need for affordable housing. This annual housing report shall include:

(a) A synopsis of training and technical assistance activities and community-based organization housing activities for the year.

(b) A status report on the degree of progress toward meeting the housing objectives of the department’s agency functional plan.

(c) Recommended housing initiatives for the next fiscal year and recommended priorities for assistance to the various target populations within the spectrum of housing need.

(3) The Shimberg Center for Housing Studies ~~Affordable Housing~~ shall:

(a) Conduct research on program options to address the need for affordable housing.

(b) Conduct research on training models to be replicated or adapted to meet the needs of community-based organizations and state and local government staff involved in housing development.

Section 38. Paragraph (a) of subsection (1) of section 553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) Within 10 days of an applicant submitting an application to the local government, the local government shall advise the applicant what information, if any, is needed to deem the application properly completed in compliance with the filing requirements published by the local government. If the local government does not provide written notice that the applicant has not submitted the properly completed application, the application shall be automatically deemed properly completed and accepted. Within 45 days after receiving a completed application, a local government must notify an applicant if additional information is required for the local government to determine the sufficiency of the application, and shall specify the additional information that is required. The applicant must submit the additional information to the local government or request that the local government act without the additional information. While the applicant responds to the request for additional information, the 120-day period described in this subsection is tolled. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. The local

government must approve, approve with conditions, or deny the application within 120 days following receipt of a completed application. A local government shall maintain on its website a policy containing procedures and expectations for expedited processing of those building permits and development orders required by law to be expedited.

Section 39. Subsection (7) of section 624.509, Florida Statutes, is amended to read:

624.509 Premium tax; rate and computation.—

(7) Credits and deductions against the tax imposed by this section shall be taken in the following order: deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220 and the credit allowed under subsection (5), as these credits are limited by subsection (6); the credit allowed under s. 624.51057; the credit allowed under s. 624.51058; all other available credits and deductions.

Section 40. Paragraph (c) of subsection (1) of section 624.5105, Florida Statutes, is amended to read:

624.5105 Community contribution tax credit; authorization; limitations; eligibility and application requirements; administration; definitions; expiration.—

(1) AUTHORIZATION TO GRANT TAX CREDITS; LIMITATIONS.—

(c) The total amount of tax credit which may be granted for all programs approved under this section and ss. 212.08(5)(p) and 220.183 is $25 ~~$14.5~~ million in the 2023-2024 ~~2022-2023~~ fiscal year and in each fiscal year thereafter for projects that provide housing opportunities for persons with special needs as defined in s. 420.0004 or homeownership opportunities for low-

income or very-low-income households as defined in s. 420.9071 and $4.5 million in the 2022-2023 fiscal year and in each fiscal year thereafter for all other projects.

Section 41. Section 624.51058, Florida Statutes, is created to read:

624.51058 Credit for contributions to the Live Local Program.—

(1) For taxable years beginning on or after January 1, 2023, there is allowed a credit of 100 percent of an eligible contribution made to the Live Local Program under s. 420.50872 against any tax due for a taxable year under s. 624.509(1) after deducting from such tax deductions for assessments made pursuant to s. 440.51; credits for taxes paid under ss. 175.101 and 185.08; credits for income taxes paid under chapter 220; and the credit allowed under s. 624.509(5), as such credit is limited by s. 624.509(6). An eligible contribution must be made to the Live Local Program on or before the date the taxpayer is required to file a return pursuant to ss. 624.509 and 624.5092. An insurer claiming a credit against premium tax liability under this section is not required to pay any additional retaliatory tax levied under s. 624.5091 as a result of claiming such credit. Section 624.5091 does not limit such credit in any manner.

(2) Section 420.50872 applies to the credit authorized by this section.

Section 42. The Department of Economic Opportunity's Keys Workforce Housing Initiative, approved by the Administration Commission on June 13, 2018, is considered an exception to the evacuation time constraints of s. 380.0552(9)(a)2., Florida Statutes, by requiring deed-restricted affordable workforce

housing properties receiving permit allocations to agree to evacuate at least 48 hours in advance of hurricane landfall. A comprehensive plan amendment approved by the Department of Economic Opportunity to implement the initiative is hereby valid and the respective local governments may adopt local ordinances or regulations to implement such plan amendment.

Section 43. (1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

(2) This section expires July 1, 2026.

Section 44. For the 2023-2024 fiscal year, the sum of $100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement the Florida Hometown Hero Housing Program established in s. 420.5096, Florida Statutes, as created by this act.

Section 45. For the 2023-2024 fiscal year, the sum of $252 million in nonrecurring funds from the Local Government Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - State Housing Initiatives Partnership (SHIP) Program appropriation category to the Florida Housing Finance Corporation.

Section 46. For the 2023-2024 fiscal year, the sum of $150 million in recurring funds and $109 million in nonrecurring

funds from the State Housing Trust Fund is appropriated in the Grants and Aids - Housing Finance Corporation (HFC) - Affordable Housing Programs appropriation category to the Florida Housing Finance Corporation. The recurring funds are appropriated to implement s. 420.50871, Florida Statutes, as created by this act.

Section 47. For the 2022-2023 fiscal year, the sum of $100 million in nonrecurring funds from the General Revenue Fund is appropriated to the Florida Housing Finance Corporation to implement a competitive assistance loan program for new construction projects in the development pipeline that have not commenced construction and are experiencing verifiable cost increases due to market inflation. These funds are intended to support the corporation’s efforts to maintain the viability of projects in the development pipeline as the unprecedented economic factors coupled with the housing crisis makes it of upmost importance to deliver much-needed affordable housing units in communities in a timely manner. Eligible projects are those that accepted an invitation to enter credit underwriting by the corporation for funding during the period of time of July 1, 2020, through June 30, 2022. The corporation may establish such criteria and application processes as necessary to implement this section. The unexpended balance of funds appropriated to the corporation as of June 30, 2023, shall revert and is appropriated to the corporation for the same purpose for the 2023-2024 fiscal year. Any funds not awarded by December 1, 2023, must be used for the State Apartment Incentive Loan Program under s. 420.5087, Florida Statutes. This section is effective upon becoming a law.

Section 48. The Legislature finds and declares that this act fulfills an important state interest.

Section 49. Except as otherwise expressly provided in this act and except for this section, which shall take effect upon becoming a law, this act shall take effect July 1, 2023.

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 7.R
Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	**Res./Ord. No:**	
Strategic Goal:	Governance – Other		
Department :	City Manager		
Subject:	City Manager Status Report, March 2023		
Budget Impact:			
Summary:	This item provides the City Commission monthly information regarding City activities.		
Recommended Action:	This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		

Approval:

Kelly McGuire, Finance Director	3/31/2023	
Claire Whitley, Assistant City Manager	4/3/2023	
Joyce Shanahan, City Manager	4/12/2023	

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

From: Joyce Shanahan, City Manager

Date: April 18, 2023

Subject: City Manager Status Report, March 2023

Commission Goal: Governance – Other

Introduction

This item provides the City Commission monthly information regarding City activities.

Background

In order to keep the City Commission informed on a variety of issues in a comprehensive and timely manner, staff provides this report regarding the status of citywide activities. The purpose of the report is to highlight general information in the various areas of business such as financial, economic development, capital projects, planning and building activities.

Discussion

Reports
Please see the following reports attached to this staff report:

1. Building Permit Activity - March 2023
2. Capital Improvements Program (CIP) Status Report - March 2023
3. Planning Memorandum - March 28, 2023
4. Development Activity Report - March 2023
5. Financial Status Report - February 2023
6. Economic Development Report - March 2023

CIP Projects
Hurricane Ian Tennis Center Fence Replacement
-Construction has started and is expected to be complete by April 12.

2023 Storm& Sewer Lining
- Pre-construction meeting was held on March 24, 2023. Contractor expected to start mid-April and be completed by mid-July.

Performing Arts Center

Work Authorization for Construction Management Services was approved at the March 21, 2023 City Commission meeting. A pre-construction meeting has been scheduled.

Workshops

All dates and topics are tentative and subject to change. Some items might be presented as discussion items on the regular Commission agenda.

Date	Topic
April 18	Shade Meeting - Collective Bargaining Discussion
June 6	Capital Improvements Program and Draft Budget
July 18	Operating Budget Workshop

Recommendation

This report is for informational purposes and acceptance is recommended. Any additional information or clarification will be provided upon request, and staff will plan to proceed as directed.

Attachments:

1. Building Permit Activity - March 2023
2. Capital Improvements Program (CIP) Status Report - March 2023
3. Planning Memorandum - March 28, 2023
4. Development Activity Report - March 2023
5. Financial Status Report - February 2023
6. Economic Development Monthly Report - March 2023

Approvals:

Kelly A. McGuire

Date: March 31, 2023

Kelly McGuire, Finance Director

Date: April 03, 2023

Claire Whitley, Assistant City Manager

Joyce Shanahan

Date: April 12, 2023

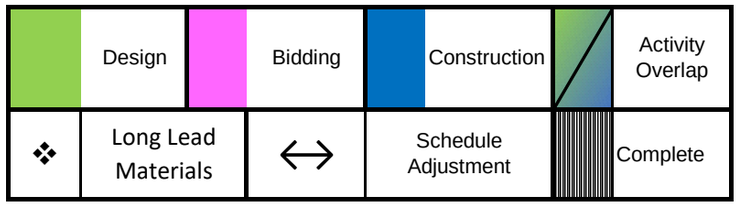
Joyce Shanahan, City Manager

Monthly Building Permit Summary

March 1 to March 31, 2023 versus March 1 to March 31, 2022 and year to date:

Total Building Permits Issued, including	3/1 to 3/31/2023	3/1 to 3/31/2022	FY2022-23 year to date (3/31/23)	FY2021-22 year to date 3/31/22
Business Fire Inspection	5	2	29	25
Business Tax Receipt	10	7	62	41
Clearing, Tree Removal, Vegetation	17	27	89	107
Commercial Alterations	1	5	21	35
Commercial Buildings	0	0	4	5
Commercial Re-roof	4	1	32	14
Demolition	3	3	8	18
Dock	0	4	7	13
Door	17	17	126	137
Electrical (residential & commercial)	29	28	137	127
Fire Protection Systems	2	3	14	18
Garage or Carport	9	3	29	19
Garage sale	222	112	452	367
Gas	6	5	24	24
Generator	5	5	24	22
LDC (Driveways/Fences)	79	52	334	267
Mechanical (residential & commercial)	91	93	406	432
Mobile home set-up	4	5	27	10
Multi-Family Homes	0	6	0	42
Other categories (all other permits not listed)	29	24	134	180
Plumbing (residential & commercial)	19	12	91	62
Residential Remodel/Additions	8	6	48	53
Residential re-roof	147	145	847	708
Screen room/hard roof	1	2	3	15
Screen enclosure only	9	6	41	27
Shed	0	1	1	9
Signs	9	12	46	68
Single Family Homes	1	8	13	53
Site permit	2	2	13	6
Solar	6	11	69	60
Special Events	16	13	49	50
Swimming pool	9	8	42	46
Utility connection only	13	37	29	71
Windows	72	49	299	253
Total permits	845	714	3,550	3384
Total Valuation	9,818,822	$13,656,590	$106,425,534	$101,136,119
Total fees	$55,154	$80,999	$433,442	$495,623

CIP Schedule FY 2022/2023



Project #	Project	Const Funding Approved by CC	FY 21/22 Q1	FY 21/22 Q2	FY 21/22 Q3	FY 21/22 Q4	FY 22/23 Q1	FY 22/23 Q2	FY 22/23 Q3	FY 22/23 Q4	FY 23/24 Q1	FY 23/24 Q2	FY 23/24 Q3	FY 23/24 Q4		Percent Complete	Date Complete	Budget Amount	Contract Amount	Amount Spent	Percent Spent
Fund 104 - Community Redevelopment																					
104056	Cassen Park Improvements														Design/Bidding	10%		$ 203,000	$ 202,155	$ 9,835	5%
															Construction	0%		$ 865,000			
															Total			$ 1,068,000	$ 202,155	$ 9,835	
104057	Downtown Upgrades/Improvements - City Hall Landscaping														Design/Bidding	10%			In-House		10%
															Construction	0%		$ 60,000			
															Total			$ 60,000	$ -	$ -	
104064	Downtown: Sidewalk Renovations/Banding	12/6/2022													Design/Bidding	100%	12/6/2022		In-House		100%
															Construction	0%		$ 1,400,000	$ 2,818,050	$ -	0%
															Total			$ 1,400,000	$ 2,818,050	$ -	
104076	Downtown - East Granada Utility Undergrounding														Design/Bidding	95%	2/15/2023	$ 20,000	$ 27,500	$ 20,700	75%
															Construction	0%		$ 100,000			
															Total			$ 120,000	$ 27,500	$ 20,700	
Fund 107 - Stormwater																					
107154	2023 Storm & Sewer Lining	3/21/2023													Design/Bidding	95%			In-House		
															Construction			$ 950,000			
															Total			$ 950,000	$ -	$ -	
107170	Stormwater Construction - Arbors Drive South														Design/Bidding	10%			In-House		
															Construction			$ 250,000			
															Total			$ 250,000	$ -	$ -	
Fund 110 - Economic Development																					
110012	Business Park Drive Ph II														Design/Bidding	93%		$ 195,000	$ 104,695	$ 96,902	93%
															Construction	0%		$ 1,112,000			
															Total			$ 1,307,000	$ 104,695	$ 96,902	

			FY 21/22				FY 22/23				FY 23/24							Budget			
Project #	Project	Const Funding Approved by CC	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		Percent Complete	Date Complete	Budget Amount	Contract Amount	Amount Spent	Percent Spent
Fund 301 - General Fund																					
CDB22	CDBG South Washington Sidewalk Improvements	7/19/2022													Design/Bidding	100%			In-House		
															Construction	100%	1/31/2023	$ 114,611	$ 117,623	$ 117,623	100%
															Total			$ 114,611	$ 117,623	$ 117,623	
CDB22	CDBG North Ridgewood Sidewalk Improvements - East Side														Design/Bidding	95%			In-House		
															Construction	0%		$ 151,165			
															Total			$ 151,165	$ -	$ -	
116070	SONC Gym	8/4/2021													Design/Bidding	100%	8/4/2021	$ 65,000	$ 64,339	$ 63,988	99%
															Construction	100%	2/28/2023	$ 1,100,000	$ 1,079,880	$ 1,077,741	99.8%
															Total			$ 1,165,000	$ 1,144,219	$ 1,141,729	
301246	Facility Hardening	1/4/2022													Design/Bidding	100%	1/2/2022	$ 20,000	$ 20,140	$ 20,140	100%
															Construction	100%	2/28/2023	$ 1,000,000	$ 999,000	$ 999,000	100%
															Total			$ 1,020,000	$ 1,019,140	$ 1,019,140	
301258	PD HVAC Upgrades	7/19/2022													Design/Bidding	100%	7/19/2022	$ 37,000	$ 37,416	$ 32,016	86%
															Construction	26%		$ 225,000	$ 598,596	$ 154,583	26%
															Total			$ 262,000	$ 636,012	$ 186,599	
301261	PAC Renovations	3/21/2023													Design/Bidding	95%		$ 77,000	$ 76,536	$ 47,620	62%
															Construction	0%		$ 1,630,000			0%
															Total			$ 1,707,000	$ 76,536	$ 47,620	
301268	EDC Feature Display Improvements	1/24/2023													Design/Bidding	100%	1/24/2023		In-House		
															Construction	50%		$ 89,000	$ 88,732	$ -	0%
															Total			$ 89,000	$ 88,732	$ -	
Fund 308 - Transportation Fund																					
308225	2022 Roadway Resurfacing	10/5/2022													Design/Bidding	100%	10/5/2022		In-House		
															Construction	100%	2/28/2023	$ 750,000	$ 662,964	$ 589,639	89%
															Total		2/28/2023	$ 750,000	$ 662,964	$ 589,639	
308225	2023 Roadway Resurfacing														Design/Bidding	60%			In-House		
															Construction			$ 750,000			
															Total			$ 750,000	$ -	$ -	
308231	Doug Thomas Way Extension														Design/Bidding	72%		$ 90,000	$ 88,800	$ 63,880	72%
															Construction	0%		$ 792,000			
															Total	0%		$ 882,000	$ 88,800	$ 63,880	
308250	Sidewalk Repair/Replacement - Spring Meadows														Design/Bidding	95%			In-House		
															Construction	0%		$ 302,500			
															Total			$ 302,500	$ -	$ -	

Project #	Project	Const Funding Approved by CC	FY 21/22 Q1	FY 21/22 Q2	FY 21/22 Q3	FY 21/22 Q4	FY 22/23 Q1	FY 22/23 Q2	FY 22/23 Q3	FY 22/23 Q4	FY 23/24 Q1	FY 23/24 Q2	FY 23/24 Q3	FY 23/24 Q4		Percent Complete	Date Complete	Budget Amount	Contract Amount	Amount Spent	Percent Spent
Fund 317 - Facility R & R Fund																					
317502	Shell Parking														Design/Bidding	95%	2/15/2023		In-House		
															Construction	0%		$ 51,000			
															Total			$ 51,000			
317549	Outdoor Fitness Station-Nova Community Park									❖					Design/Bidding	95%			In-House		
															Construction	0%		$ 97,000			
															Total			$ 97,000	$ -	$ -	
317550	SONC Rental Pavilion Replacement														Design/Bidding	95%			In-House		
															Construction	0%		$ 65,000			
															Total			$ 65,000	$ -	$ -	
Fund 409 - Water/Wastewater System Improvements																					
409151	Shadow Crossings Reuse Pump Facility Upgrades														Design/Bidding	6%		$ 46,000	$ 46,390	$ 2,552	6%
															Construction	0%		$ 240,000			
															Total			$ 286,000	$ 46,390	$ 2,552	
409231	2023 Lift Stations 11M & OBSC3 Rehabilitation														Design/Bidding	95%			In-House		
															Construction	0%		$ 350,000			
															Total			$ 350,000	$ -	$ -	
409236	WTP Aeration, Clearwell & Splitter Box														Design/Bidding	95%	9/30/2022	$ 247,500	$ 189,266	$ 174,258	92%
															Construction	0%		$ 1,484,000			
															Total			$ 1,731,500	$ 189,266	$ 174,258	
409243	WRF Clarifier Improvements	8/16/2022													Design/Bidding	100%	8/16/2022	in WRF Upgrades Design			100%
															Construction	20%		$ 550,000	$ 546,700	$ 110,100	20%
															Total	20%		$ 550,000	$ 546,700	$ 110,100	
409243	WRF Upgrades										❖				Design/Bidding	87%		$ 136,000	$ 135,642	$ 117,767	87%
															Construction	0%		$ 2,000,000			
															Total			$ 2,136,000	$ 135,642	$ 117,767	
409271	2023 Lift Station 4P Rehabilitation														Design/Bidding	0%		$ 165,000	$ 164,612	$ -	0%
															Construction	0%		Construction deferred to FY 24/25			
															Total			$ 165,000	$ 164,612	$ -	
Fund 433 - Reuse Impact Fee Fund																					
433002	Airport Road Reclaimed Water Main PH 2														Design/Bidding	0%		$ 150,000			
															Construction	0%					
															Total	0%		$ 1,100,000			

Project #	Project	Const Funding Approved by CC	FY 21/22 Q1	FY 21/22 Q2	FY 21/22 Q3	FY 21/22 Q4	FY 22/23 Q1	FY 22/23 Q2	FY 22/23 Q3	FY 22/23 Q4	FY 23/24 Q1	FY 23/24 Q2	FY 23/24 Q3	FY 23/24 Q4		Percent Complete	Date Complete	Budget Budget Amount	Budget Contract Amount	Budget Amount Spent	Budget Percent Spent
Fund 434 & 435 - Water/Wastewater Impact Fee Funds																					
434031	Hudson Wellfield Expansion														Design/Bidding	0%		$ 300,000	$ 292,964	$ 8,075	3%
															Construction	0%		$ 1,300,000			
															Total	0%		$ 1,600,000	$ 292,964	$ 8,075	
435045	Septic to Sewer - Oak, Magnolia & Bonita														Design/Bidding	0%		$ 160,000	$ 83,760	$ -	0%
															Construction	0%		$ 1,440,000			0%
															Total	0%		$ 1,600,000	$ 83,760	$ -	
435046	WRF Ultraviolet Disinfection Conversion														Design/Bidding	0%		$ 270,000	$ 272,800	$ -	0%
															Construction	0%		$ 2,430,000			0%
															Total	0%		$ 2,700,000	$ 272,800	$ -	
Hurricanes IAN & NICOLE - FEMA																					
IAN	Hurricane Ian - Tennis Center Fence Replacement	1/24/2023													Design/Bidding	100%	1/24/2023	$ -	In-House		
															Construction	0%		$ -	$ 68,350		
															Total			$ -	$ 68,350	$ -	
IAN	Hurricane Ian-Roof Replacements														Design/Bidding	0%					
															Construction	0%		$ -			
															Total			$ -	$ -	$ -	

CITY OF ORMOND BEACH
FLORIDA
P L A N N I N G M E M O R A N D U M

TO: City Commission
Joyce A. Shanahan, City Manager
Rochelle Greiner, Executive Secretary
Randy Hayes, City Attorney
Claire Whitley, Assistant City Manager
Susan Dauderis, City Clerk
Steve Johnson, GIS
Taylor Lochert, City Clerk office
Cassidi Ritz, Paralegal
Cindy Pinizzotto, Senior Paralegal

FROM: Steven Spraker, AICP, Planning Director

DATE: March 28, 2023

SUBJECT: Agendas for Upcoming Meetings

Listed below are the preliminary agenda items for upcoming meetings. This list is to help prepare you in advance to meet advertising, notice and report writing deadlines. Please let me know at your earliest convenience if there are any problems with these items.

<table>
<tr><th>MTG. DATE</th><th>MTG.</th><th>SUBMIT DEADLINE</th><th>ITEM</th></tr>
<tr><td>4/4</td><td>CC</td><td></td><td>Cancelled</td></tr>
<tr><td>4/5</td><td>BOAA</td><td></td><td>596 Riverside Drive
325 South Atlantic Avenue</td></tr>
<tr><td>4/11</td><td>BFAB</td><td></td><td></td></tr>
<tr><td>4/13</td><td>PB</td><td></td><td>
<table>
<tr><th colspan="5">Planning Board</th></tr>
<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
<tr><td>Impact Fees – Ordinance</td><td>NA</td><td>3/27</td><td>3/31</td><td>NA</td></tr>
<tr><td>RidgeHaven, Zoning Map Amendment</td><td>3/30</td><td>3/27</td><td>3/31</td><td>NA</td></tr>
<tr><td>RidgeHaven, Issuance of Development Order</td><td>3/30</td><td>3/27</td><td>3/31</td><td>3/30</td></tr>
<tr><td>RidgeHaven, Preliminary Plat</td><td>NA</td><td>3/27</td><td>3/31</td><td>NA</td></tr>
<tr><td>1755 North US Highway 1, Land Use</td><td>3/30</td><td>3/27</td><td>3/31</td><td>NA</td></tr>
<tr><td>1755 North US Highway 1, Zoning</td><td>3/30</td><td>3/27</td><td>3/31</td><td>NA</td></tr>
<tr><td>LDC Amendment, T-2 standards</td><td>NA</td><td>3/27</td><td>3/31</td><td>NA</td></tr>
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<tr><td>4/17</td><td>HLPB</td><td></td><td></td></tr>
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<tr><th>MTG. DATE</th><th>MTG.</th><th>SUBMIT DEADLINE</th><th>ITEM</th></tr>
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<tr><th colspan="5">1st reading</th></tr>
<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
<tr><td>Tymber Creek Apartments Zoning & DO (Tentative)</td><td colspan="4">Need to submit by April 3rd at noon</td></tr>
<tr><td>Annexation, 1755 North US Highway 1</td><td>To VC(4/1)</td><td>4/11</td><td>4/18</td><td>NA</td></tr>
<tr><td>475 N. Tymber Creek, Zoning Map Amendment PRD to SR</td><td>4/4</td><td>4/3</td><td>4/7</td><td>NA</td></tr>
<tr><td>Land Development Code amendment: Section 1-27, Impact fee credits</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr>
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</table>
<table>
<tr><th colspan="5">Resolution</th></tr>
<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
<tr><td>Ormond Gateway, Preliminary Plat</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr>
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<tr><td>5/2</td><td>CC</td><td>4/5</td><td>
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<tr><th colspan="5">2nd reading</th></tr>
<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
<tr><td>Annexation, 1755 North US Highway 1</td><td>To VC(4/1)</td><td>4/18</td><td>4/25</td><td>NA</td></tr>
<tr><td>475 N. Tymber Creek, Zoning Map Amendment PRD to SR</td><td>4/4</td><td>4/17</td><td>4/21</td><td>NA</td></tr>
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<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
<tr><td>Annexation, 860 Hull Road</td><td>To VC (4/14)</td><td>4/25</td><td>5/2</td><td>NA</td></tr>
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<table>
<tr><th colspan="5">Consent Agenda</th></tr>
<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
<tr><td>313 North Tymber Creek Annexation Agreement</td><td>NA</td><td>NA</td><td>NA</td><td>NA</td></tr>
</table>
</td></tr>
<tr><td>5/11</td><td>PB</td><td></td><td>204 Magnolia Drive, Land Use Map Amendment
901 Airport Road, Land Use and Zoning Amendments
[T] Certificate of Use – LDC Amendment
[T] Ormond Enclave (Courtyards)</td></tr>
<tr><td>5/15</td><td>HLPB</td><td></td><td></td></tr>
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<tr><th>Item</th><th>Letter</th><th>To NJ</th><th>NJ Ad run</th><th>Post</th></tr>
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<tr><td>Impact Fee Study Update, COO</td><td>NA</td><td>5/1</td><td>5/5</td><td>NA</td></tr>
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<tr><td>RidgeHaven, Issuance of Development Order</td><td>5/1</td><td>5/1</td><td>5/5</td><td>NA</td></tr>
<tr><td>RidgeHaven, partial plat vacation</td><td>NA</td><td>5/1</td><td>5/5</td><td>NA</td></tr>
<tr><td>1755 North US Highway 1, Land Use</td><td>5/1</td><td>NA</td><td>NA</td><td>NA</td></tr>
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<tr><td>6/6</td><td>CC</td><td></td><td>
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<tr><td>6/8</td><td>PB</td><td></td><td></td></tr>
<tr><td>6/19</td><td>HLPB</td><td></td><td></td></tr>
<tr><td>7/13</td><td>PB</td><td></td><td></td></tr>
<tr><td>7/17</td><td>HLPB</td><td></td><td></td></tr>
<tr><td>8/10</td><td>PB</td><td></td><td></td></tr>
</table>

MTG. DATE	MTG.	SUBMIT DEADLINE	ITEM
8/21	HLPB		
9/14	PB		
9/18	HLPB		
10/12	PB		

Planning related City Commission items to be advertised by City Clerk's office

April 18, 2022

#	Item	Ad to be sent	Type	Run Date
1.	Tymber Creek Apartments, Zoning & DO (Tentative)	4/3	Display	4/7
2.	Annexation, 1755 North US Highway 1 (**letter to VC Manager on 4/1)**	4/11	Display	4/18
3.	475 North Tymber Creek	4/3	Display	4/7

May 2, 2023

#	Item	Ad to be sent	Type	Run Date
1.	Tymber Creek Apartments, Zoning & DO (Tentative)	4/18	Display	4/25
2.	Annexation, 1755 North US Highway 1 (letter to VC Manager on 4/1)	4/17	Display	4/21
3.	475 North Tymber Creek	4/17	Display	4/21
4.	Land Development Code amendment, Section 1-27, Impact Fee Credit	4/17	Legal	4/21

May 16, 2023

#	Item	Ad to be sent	Type	Run Date
1.	Impact Fee Amendments, LDC	5/1	Display	5/5
2.	Impact Fee Amendments, COO	5/1	Display	5/5
3.	RidgeHaven, Zoning Map Amendment	5/1	Display	5/5
4.	RidgeHaven, Issuance of Development Order	5/1	Display	5/5
5.	RidgeHaven, partial plat vacation			

June 6, 2023

#	Item	Ad to be sent	Type	Run Date
1.	Impact Fee Amendments, LDC	5/22	Display	5/26
2.	Impact Fee Amendments, COO	5/22	Display	5/26
3.	RidgeHaven, Zoning Map Amendment	5/22	Display	5/26
4.	RidgeHaven, Issuance of Development Order	5/22	Display	5/26
5.	RidgeHaven, partial plat vacation	5/22	Display	5/26
6.	LDC Amendment, T-2 standards	5/22	Display	5/26
7.	1755 N US 1, FLUM	5/22	Legal	5/26
8.	1755 N US 1, ZMA	5/22	Legal	5/26

Planning projects

	Activity in last 14 days		Item completed

#	Project	Status	Staff Contact
Studies			
1.	FDEP Resiliency Grant	Grant awarded. Present to CC for acceptance and approved on 10/18/22. Kickoff meeting occurred with ECFRPC and staff on Monday, 2/06/23.	BW
2.	Impact Fee Update	1. Discussion item completed on 9/07/22. 2. Work Authorization for Police/Fire Impact Fees approved on 10/05/22. 3. CC discussion item completed on 2/21/23. 4. PB discussion completed: 03/09/23 5. Public meetings: 3/22 & 3/27. 6. PB Ordinance review: 04/13	SSS/BW
3.	Stormwater Master Plan implementation	Land Development and Comprehensive Plan amendments resulting from the adoption of the Stormwater Master Plan	DEA
4.	Former Riverbend Golf Course (Economic Development lead)	Provided comments on scope of services to Economic Development Director. Approved on 10/05/21 City Commission agenda.	ED/SSS
5.	Water Supply Work Program	Required by the state. Due August 2023.	Utilities/SSS
Downtown			
6.	Sidewalk banding	Approved at 12/06/22 City Commission meeting. Awaiting construction start date.	Engineering
7.	Cabinet Wraps	Awaiting on artist agreements.	BW
8.	Cassen Park (Engineering lead - design)	Engineering lead. Approved at 12/06/22 City Commission meeting.	Engineering
9.	Annual Floodplain Management Progress Report	Complete and provide as disposition item on 04/18/23 CC agenda.	BW
Development projects			
10.	RidgeHaven	ISBA – complete Annexation – completed 03/1/22 & 03/22/22 – CC Land Use – completed PRD – submitted. Awaiting on site plan resubmittal. https://www.ormondbeach.org/1019/RidgeHaven Site plan reviewed and comments issued. Neighborhood meeting completed on 07/26/22. Awaiting a re-submittal. 04/13/23 Planning Board.	SSS/SPRC
11.	Former Tomoka Golf course	Traffic study comments issued. Neighborhood meeting occurred on 02/08/2023. 2nd SPRC review comments issued. Awaiting SPRC resubmittal. https://www.ormondbeach.org/1013/Tomoka-Reserve	SSS/SPRC
12.	Ormond Enclave (former Courtyards at Ormond Beach)	2nd Submittal – SPRC comments provided. Neighborhood meeting held on 01/17/23. Awaiting a re-submittal. https://www.ormondbeach.org/1029/Ormond-Enclave	SSS/SPRC

#	Project	Status	Staff Contact
13.	Tymber Creek Apartments	300 Apartment units. Neighborhood meeting occurred. Awaiting SPRC resubmittal. Traffic update submitted and reviewed. Planning Board: 12/08/22 (recommended denial). **City Commission: Deadline is 4/3 for 4/18/23 City Commission meeting.** https://www.ormondbeach.org/1015/Tymber-Creek-Apartments	SSS/SPRC
14.	475 North Tymber Creek Road, The Enclave, Rezoning	Zoning Map Amendment from PRD to SR. Planning Board: 03/09/23 City Commission: 04/18/23 and 05/02/23	SSS
15.	Ormond Gateway Preliminary Plat	Revision to approved plat for an 8-lot commercial subdivision. Planning Board: 03/09/23 City Commission: 04/18/23 and 05/02/23	SSS
16.	1755 North U.S. Highway 1	Annexation, Land Use (LIC to LI/U), Zoning (B-7 to I-1). Annexation: 4/18/23 and 5/2/23 Land Use, Planning Board: 04/13/23	SSS
17.	860 Hull Road, Halifax Paving	Annexation: 5/2/23 & 5/26/23 Land Use: To be determined Zoning; To be determined	SSS
Permitting software			
18.	Tyler/Energov Upgrade	Go live 10/01/23 (tentatively). Creation of processes. Conversion of existing permitting software. Working on validation testing of applications and conversion of Naviline data.	CB/LM/RG/ SSS
Land Development Code/Zoning amendments			
19.	Business Tax Receipt process	Amend BTR process, create certificate of use.	RG
20.	Creation of I-2 zoning district	Would apply to existing Volusia County land area north of Hull Road. Not needed at this time.	SSS
21.	901 Airport Road	Amend land use and zoning to reflect city/county/SJRWMD purchase of property for preservation/park land.	BW
22.	204 Magnolia Avenue	Amend land use from “Public Institutional”.	BW
23.	Setbacks for existing mobile homes in the T-2 Zoning district	Planning Board: 04/13/23 City Commission: 05/16/23 City Commission: 06/06/23	SSS
24.	Creation of the I-2 zoning district		SSS
Miscellaneous			
25.	State law changes	Implement changes based upon recent legislation. Include HB1059 and condo maintenance for multi-story buildings.	SSS/TG
26.	MacDonald House renaming recommendation of HLPB	Discussion item prepared. No City Commission date determined.	BW
27.	SB102- Live Local Act	Pending state legislation regarding affordable housing and commercial, industrial, and mixed use zoning districts	SSS

#	Project	Status	Staff Contact
28.	Submission of flood related grants on private property		BW
Final Plats			
29.	Plantation Oaks, Unit 1A (Tiger Oaks)	Preliminary plat approved. Project under construction. Final plat comments provided. Approved on 06/07/22 & 07/19/22 City Commission meetings.	SSS

Completed

#	Project	Status	Staff Contact
1.	1405 North US Highway 1	5.26 parcel annexation, approved at 9/21/22 and 10/05/22 City Commission meetings.	SSS
2.	Joint purchase of the Penland property – Volusia Forever	Joint purchase of a 19-acre parcel with St. Johns River Water Management District and Volusia County. Property would be under a conservation easement and would allow passive recreation for bike and walking trails. Discussion item occurred August 16, 2022. Joint Participation Agreement approved at 9/21/22 City Commission meeting. Closing date is January 2023.	SSS/BW
3.	North Interchange storage/warehouse	1. Approved by Planning Board (5-0) with some conditions. 2. Approved 10/18/22 & 11/01/22 CC. 3. https://www.ormondbeach.org/1021/North-Interchange	SSS/SPRC
4.	Non-RidgeHaven parcels	1. Zoning amendments for properties in 2nd ISBA amendment not owned by RidgeHaven. 2. Approved by Planning Board (5-0) on 09/08/22. 3. Approved 10/18/22 & scheduled for 11/01/22 CC.	BW
5.	Volusia County parkland	1. Amend land use and zoning to Special Environmental. 2. Approved by PB on 08/11/22. 3. Land use scheduled for 09/21/22 & 10/05/22 City Commission meetings. 4. Zoning - Approved 10/18/22 & 11/01/22 CC.	SSS
6.	NFIP Community Assistance Visit (Audit)	Florida Department of Emergency Management Office of Floodplain Management (OFM) found the City of Ormond Beach compliant with the floodplain management program and deemed eligible to continue participating in the National Flood Insurance Program (NFIP).	BW

7.	Tattersall at Tymber Creek	1. 129-unit subdivision and associated site improvements. 2. Neighborhood meeting on 08/23/22. 3. Planning Board approved 4-1 on 09/08/22. 4. Approved 10/18/22 & 11/01/22 CC. https://www.ormondbeach.org/1024/Tattersall-at-Tymber-Creek	SSS/SPRC
8.	CRS 5-year Cycle Visit (Audit)	Completed-City will improve CRS rating to a "5" effective October 1, 2023.	BW
9.	Paradise Pointe Wall Waiver	Denied at Planning Board (6-1). Approved at City Commission on 12/06/22.	SSS
10.	Expiration of variance	Allow 1-year extension. Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
11.	ISBA update	Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
12.	Pool screen enclosure setback	Review pool screen enclosure setbacks. Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
13.	Townhomes	Review existing standards. Approved at 10/13/22 at Planning Board. City Commission: 12/06/22 – Approved City Commission: 01/10/23 – Approved	SSS
14.	Easements, Flagler County	Celedine	SSS
15.	Archer's Mill Preliminary Plat	94 units. Recommended for approval at 12/05/22 Planning Board. Scheduled for 01/10/23 CC.	SSS
16.	251 South Atlantic Avenue, vacant lot – Ormond Holdings LLC	Neighborhood meeting held on 09/14/22. Recommended for approval at 12/5/22 Planning Board. Approved at 01/10/23 CC meeting & second reading on 01/24/23 CC. https://www.ormondbeach.org/1018/Ormond-Beach-Holdings-LLC	SSS/SPRC
17.	West Street partial ROW Vacation	Notice of Intent: City Commission: 12/06/22 – Approved Vacation Ordinance: Approved by City Commission: 01/10/23 & 01/24/23.	SSS
18.	Tides Edge Preliminary Plat	15 units. Preliminary Plat approved at 01/24/23 CC.	SSS/SPRC
19.	Ormond Central Self-Storage	Three story climate controlled self-storage facility that is a total of 106,140 square feet. Recommended for approval at 12/08/22 Planning Board. Approved on 02/07/23 by City Commission. https://www.ormondbeach.org/1025/Ormond-Central-Self-Storage	SSS/SPRC
20.	Stor-It, North Ormond	Self-storage facility. Neighborhood meeting: 11/17/22 Planning Board: 12/08/22 (recommended approval) City Commission Approved: 01/24/23 & 02/07/23 https://www.ormondbeach.org/1026/Stor-It	SSS/SPRC

21.	RidgeHaven West	Land Use Amendment: Recommended for approval at 12/05/22 Planning Board. Land use amendment approved on 01/10/23 CC meeting & 01/24/23 CC meeting. Zoning Amendment: Recommended for approval at 12/05/22 Planning Board. Approved by City Commission on 02/07/23 and 02/21/23. https://www.ormondbeach.org/1033/RidgeHaven-West	SSS
22.	101 Fiesta Drive	Land Use Amendment: Recommended approval with conditions at 12/08/22 Planning Board. Land use approved 02/07/23. Zoning Amendment: Recommended approval with conditions at 12/8/22 Planning Board. Approved on 02/21/23. 2nd reading completed on 03/07/23 for City Commission. https://www.ormondbeach.org/1032/101-Fiesta-Drive	SSS
23.	Cupola Final Plat	City Commission review of Preliminary Plat on 01/18/22. Project under construction. Final plat approved on 01/24/23.	SSS/SPRC
24.	Meter fee update	Planning Board: 02/09/23 City Commission: 03/07/23 City Commission: 03/21/23	SSS
25.	Fence setback next to ROW	Planning Board: 02/09/23 City Commission: 03/07/23 City Commission: 03/21/23	SSS
26.	Neighborhood meeting update	Planning Board: 02/09/23 City Commission: 03/07/23 City Commission: 03/21/23	SSS

CITY OF ORMOND BEACH COMMERCIAL AND RESIDENTIAL DEVELOPMENT REPORT

Legend

- Residential Sites
- Commercial Sites
- Utility Provider Only

RESIDENTIAL PROJECTS	
A	121 East
B	Archers Mill - Phase 3A
C	Bradford Lakes
D	Cupola at Oceanside
E	Enclave - Zoning Map Amendment
F	Ormond Enclave (FKA Courtyards)
G	Plantation Oaks - 1A (Tiger Oaks)
H	Plantation Oaks - 2B
I	Plantation Oaks - 2C
J	Plantation Oaks - 2D
K	Regal Multifamily
L	Ridgehaven
M	Stanton Grove
N	Tattersall at Tymber Creek
O	Tides Edge
P	Tomoka Reserve
Q	Tymber Creek Apartments
COMMERCIAL PROJECTS	
1	783 North US Hwy 1 - Campana
2	1755 North U.S. Highway 1
3	Air One
4	Beach House Graphics
5	Complete Cardiology Expansion
6	Culvers Restaurant
7	Georgian Inn Recreation
8	Halifax Paving Office
9	Hull Road RV and Boat Storage
10	IHOP
11	Interchange Depot
12	Love Whole Food Expansion
13	McNamara Warehouse
14	MetroNet
15	North Interchange Industrial Flex Space
16	North Interchange Self Storage
17	Ocean Club Ormond Beach
18	Ormond Beach Holdings LLC
19	Ormond Beach Self Storage
20	Ormond Central
21	Ormond Central Self Storage
22	Ormond Gateway Revision
23	Perrott Depot Revision
24	Revella at Ormond Beach ALF
25	Riverbend Church School Expansion
26	Shoppes at Granada Pointe
27	Splash Car Wash
28	Stor - It
29	Valiant Diners Expansion - Phase 3
30	Walgreens/Commerical Area Improvements
31	Winkler Cabinetry
ORMOND BEACH - UTILITY PROVIDER ONLY	
32	101 Town and Country Lane
33	Beachview Cove
34	2284 Ocean Shore Boulevard
35	Celedine Subdivision (Flagler)
36	Corinthian Villas
37	Force Main Extension (Flagler)
38	Hunters Ridge Storage Site
39	Huntington Forcemain Extension (Flagler)
40	Iris Subdivision (Flagler)
41	Ocean Village Townhomes
42	Regency Plaza Condominium
43	Sands Point Condominium
44	Surf Style
45	Traders Inn Beach Club
46	Verona Oceanside

Plantation Oaks Blvd
Airport Rd (C.R. 2913)
N. Beach St (C.R. 4011)
S. Beach St (C.R. 4011)
Halifax River
Atlantic Ocean
Hand Ave
St. Clenter St
N. Tymber Creek Rd (C.R. 2813)
Clyde Morris Blvd (C.R. 483)
William Beam Blvd (C.R.

1 0.5 0 1 Miles

Prepared By: City of Ormond Beach G.I.S. Department - April 1, 2023

City of Ormond Beach Commercial Development Report, as of April 1, 2023

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | Project nearing completion | Projects reviewed this month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	**783 N US HWY 1, CAMPANA** 783 North U.S. Highway 1 PZ# 2016-010	Construction of a 1,216 SF building for kayak rental & repair and associated site improvements on a 1.03 acre site.	11.06.15	11.20.15	02.03.16	03.11.16	05.20.16	Not applicable	Not applicable	Not applicable	05.24.16	Under Constr.		Issued 09.25.17	$80,000	Issued 05.27.16	$35,000	55%		E = Alann Engineering Group ARC/E: W.A. Cross O = Steven Campana
2	**1755 NORTH U.S. HIGHWAY 1** 1755 North U.S. Highway 1 PZ#2023-032	Annexation, land use and zoning map amendments. From "Low Intensity Commercial" land use to "Light Industrial/Utilities". From B-7 zoning designation to I-1.	02.21.23	NA					04.13.23	05.16.23 & 06.06.23				Not applied	Not applied	Not applied	Not applied			O = Wayne's Solar APP = The Hardy Group, Inc.
3	**AIR ONE** 390 Andalusia Avenue PZ# 2021-048	Construction of a 2,500 square foot storage/warehouse building on a 1.1 acre property.	04.07.21	04.28.21	06.15.21	07.07.21	08.19.21	Not applicable	Not applicable	Not applicable	09.15.21	09.15.23		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Francis Family LLC
4	**BEACH HOUSE GRAPHICS** 9 East tower Circle PZ#23-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.
5	**COMPLETE CARDIOLOGY EXPANSION** 1240 West Granada Boulevard PZ#2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23	12.13.25		Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
6	**CULVER'S RESTAURANT** 655 West Granada Boulevard PZ#2-23-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23			Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
7	**GEORGIAN INN RECREATION** 749 South Atlantic Avenue PZ#2022-067	Construction of a 1,212 square foot recreation building and amenities for the Georgian Inn on a 0.72 acre parcel.	06.14.22	06.26.22	10.06.22			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Georgian Inn Beach Club Association, Inc.
8	**HALIFAX PAVING OFFICE** 860 Hull Road PZ#2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving
9	**HULL ROAD RV & BOAT STORAGE** 835 Hull Road PZ# 2021-006	Proposed RV & Boat storage of 20 spaces and associated site improvements on a 0.78 acre parcel.	11.18.20	12.01.20				Not applicable	Not applicable	Not applicable	04.16.21	04.16.23		Not applicable	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BMill Inc.
10	**IHOP** 675 West Granada Boulevard PZ#23-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23			Not applicable	Not applicable	Not applicable				Not applicable	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
11	**INTERCHANGE DEPOT** 295 Interchange Boulevard PZ# 2021-072	Three story storage facility of 111,825 square feet on a 2.94 acre parcel and associated site improvements	06.11.21	06.25.21	09.16.21			08.05.21	10.14.21 (Approved 7-0)	11.16.21 (Approved 5-0) & 12.07.21 (Approved 5-0)	12.08.21	Under Constr.		Issued 05.10.22	$12,619,451	Issued 03.02.22	$711,015	90%		E = Newkirk Engineering, Inc. O = Southwest I-95, LLC APP = 295 Interchange LLC
12	**LOVE WHOLE FOOD EXPANSION** 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22; 12.19.22	Under Constr.		Issued 11.14.23	$985,000	Issued 11.14.23	$151,149	49%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods
13	**McNAMARA WAREHOUSE** 460 Andalusia Avenue PZ# 2021-030	Construction of an 840 square foot warehouse and associated site improvements on a 0.10 acre property.	01.12.21	01.28.21	03.16.21			Not applicable	Not applicable	Not applicable	04.27.21	Under Constr.		Issued 09.01.21	$66,177	Issued	$2,000	85%		E = Parker Mynchenberg & Associates, Inc. O =McNamara Construction

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

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Change in project status | Project nearing completion | Projects reviewed this month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
14	**METRONET** 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23			Issued 02.24.23	$180,000	Issued 02.02.23	$180,000	35%		E = Metro Fibernet LLC O = Coast to Coast Construction
15	**NORTH INTERCHANGE INDUSTRIAL FLEX SPACE** 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
16	**NORTH INTERCHANGE SELF STORAGE** 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Submitted	$10,000,000	Approved 01.27.23	$714,572	0%		E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
17	**OCEAN CLUB ORMOND BEACH** 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF)and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	$1,800,000	Issued 12.07.22	$549,000	35%		E = The Performance Group O = 88 South Atlantic, LLC
18	**ORMOND BEACH HOLDINGS LLC** 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP/O = Ormond Beach Holdings, LLC
19	**ORMOND BEACH SELF STORAGE** 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23				Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
20	**ORMOND CENTRAL** 1 South Old Kings Road PZ# 2015-072	Proposed 4 unit, 8.73 acre commercial development. Project proposes site improvements to develop 4 pad ready sites.	04.09.16	04.26.16	11.16.16	02.01.17	08.02.17	08.30.17	10.12.17 Recom-mended Approval	11.21.17 & 12.05.17 Approved	12.08.17	Under Constr.		Not Applicable	Not Applicable	Issued 11.01.22	$907,057	20%		O = Ormond Central Investors, LLC E = Newkirk Engineering, Inc.
21	**ORMOND CENTRAL SELF STORAGE** 1 South Old Kings Road PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
22	**ORMOND GATEWAY REVISION** 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
23	**PERROTT DEPOT REVISION** 29 North Perrott Drive PZ #2021-029	Add additional storage building of 4,972 square feet	01.18.23	02.07.23				02.17.21	Not applicable	Not applicable										E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
24	**REVELLA AT ORMOND BEACH ALF** 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	Under Constr.		Issued 11.08.22	$29,723,266	Issued 04.26.22	$2,184,284	50%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
25	**RIVERBEND CHURCH SCHOOL EXPANSION** 2080 West Granada Boulevard PZ# 2022-036	Special Exception amendment to increase number of allowed students from 200 to 600, including the construction of new classrooms totaling 13,327 square feet.	03.11.22	03.27.22	07.20.22			07.25.22	08.11.22 Approved	09.21.22	09.22.22	Under Constr.		Issued 07.22.222	$1,145,192	Issued 01.5.23	$115,000	65%		E = Mark Dowst & Associates, Inc. O = Riverbend Community Church, Inc.
26	**SHOPPES AT GRANADA POINTE** 550 West Granada Boulevard PZ# 2019-120	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	10.17.19	11.04.19	12.02.19			Not applicable	Not applicable	Not applicable	12.14.19	Under Constr.	12.14.22	Not applied	Not applied	Issued 03.11.22	$486,082	0%		E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.

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Change in project status | Project nearing completion | Projects reviewed this month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
27	**SPLASH CAR WASH** 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	09.21.22; 01.14.23	09.22.24		Early Review	Not applied	Not applied	Not applied			E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
28	**STOR-IT** 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
29	**VALIANT DINERS EXPASNION, PHASE 3** 15 West Tower Circle PZ# 2022-027	Expansion of existing facility with a 11,250 square foot building and associated site improvements	02.21.22	03.09.22	08.09.22	09.16.22	10.22.22	Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 11.16.22	$1,258,313	Issued 12.07.22	$240,000	80%		E = Zev Cohen & Associates O = Padwell Holdings, LLC
30	**WALGREENS/COMMERCIAL AREA IMPROVEMENTS** 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
31	**WINKLER CABINETRY** 1035 South Nova Road PZ#23-029	Site improvements (parking and landscaping) associated with a change of use.	02.16.23	02.23.23	DUE 04.07.23			Not applicable	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = Ormond Properties LLC

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Applications, site plans, and public hearing documents may be viewed at the Planning Department website: http://fl-ormondbeach.civicplus.com/index.aspx?NID=247

Change in project status | Project nearing completion | Projects reviewed this month

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
32	**101 TOWN & COUNTRY LANE** 101 Town & Country Lane PZ #2019-078	Utility connection for existing multi-family development.	05.07.19	06.10.19	07.07.19			Outside City	Outside City	Outside City	07.18.19	Under constr.	NA	Not applicable	Not applicable	Utilities only Issued 09.11.2019	$126,650	40%		E = Ultra Design Consultant, Inc.
33	**BEACHVIEW COVE** 2960 Oceanshore Boulevard PZ#21-045	28 lot subdivision in Volusia County. Utility connection only	08.24.21	09.06.21	10.01.21	10.29.21		Outside City	Outside City	Outside City	11.11.21	06.15.23		Not applicable	Not applicable	Not applied	Not applied			E = Alliant O = Lake Pointe Villas LLC
34	**2284 OCEAN SHORE BOULEVARD** 2284 Ocean Shore Boulevard PZ-2021-045	Septic to sewer connection	03.21.21	04.05.21	05.25.21			Outside City	Outside City	Outside City	06.15.21	06.15.23		Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Steven Sahai
35	**CELEDINE SUBDIVISION (FLAGLER)** PZ# 2021-069 Flagler County	Utility connection for 99 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	08.30.21	10.19.21		Outside City	Outside City	Outside City	11.22.21	Under Constr.		Not applicable	Not applicable	Issued 06.24.22	$1,073,894 utilities only	75%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
36	**CORINTHIAN VILLAS** PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Clearwater Solutions, LLC O = Corinthian Villas
37	**FORCE MAIN EXTENSION (FLAGLER)** PZ# 2021-070 Airport Road right-of-way	Force main extension in Flagler County (Hunter's Ridge DRI) along Airport Road	05.12.21	06.07.21	08.30.21			Outside City	Outside City	Outside City	08.31.21	Under Constr.		Not applicable	Not applicable	Issued 06.20.22	$834,160 utilities only	98%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
38	**HUNTER'S RIDGE STORAGE SITE** 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22			Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = Preston Court II, LLC
39	**HUNTINGTON FORCE MAIN EXTENSION** Huntington subdivision PZ #-19-024(A)	Force main extension within the Huntington subdivision	08.19.19	09.10.19				Outside City	Outside City	Outside City	04.29.20	Under Constr.		Not applicable	Not applicable	Approved (21-7125) 09.27.21	$117,025	98%		E = Zev Cohen and Associates, Inc.
40	**IRIS SUBDIVISION (FLAGLER)** PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge)	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied	10%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
41	**OCEAN VILLAGE TOWNHOMES** 90 Verona Vista Ct. PZ# 2020-056	19 unit townhome development on 3.75 in Volusia County.	05.21.20	06.03.20				Outside City	Outside City	Outside City	07.17.20	Under Constr.	NA	Not applicable	Not applicable	Issued 11.02.21	$139,028	95%		E = Alann Engineering Group, Inc. O = Cornelius Prior APP = John Wine
42	**REGENCY PLAZA CONDOMINIUM** 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for a 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Regency Plaza Condominium
43	**SANDS POINT CONDOMINIUM** 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for a 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Not applied	Not applied			E = Robert Marshall. P.E. O = Sands Point Condominium
44	**SURF STYLE** 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
45	**TRADERS INN BEACH CLUB** 1355 Ocean Shore Boulevard PZ #2022-031	Connection to city sewer services, including lift station.	03.10.22	03.16.22				Outside City	Outside City	Outside City	04.08.22	Under Constr.		Not applicable	Not applicable	Issued 11.17.22	$145,475			E - Mark Dowst & Associates O = Traders Inn Beach Club Association, Inc.
46	**VERONA OCEANSIDE** PZ #2020-011 2162 Ocean Shore Boulevard	Volusia County project. Replat of 3.50 acres into 5 single-family lots and 18 multi-family townhome lots.	12.08.19	12.27.19	06.08.20			Outside City	Outside City	Outside City	06.18.20	Under Constr.	NA	Not applicable	Not applicable	Utilities only Issued 05.19.21	$117,270	95%		O = MHK Of Volusia County E = Parker Mynchenberg & Associates

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City of Ormond Beach Residential Development Report, as of April 1, 2023

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh-borhood meeting	Advisory Board	City Commis-sion	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc-tion	E or Arc = Project Engineer or Architect **O = Owner** **A = Applicant**
A	**121 EAST** 121 East Granada Boulevard PZ #2022-098	. Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22				03.14.23	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	**ARCHER'S MILL, PHASE 3A** Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12,05.22 Approved	01.10.23 Approved	02.22.23	Under construction		Issued 02.22.23	$4,920,754.00	10%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
C	**BRAFORD LAKES** Plantation Oaks Boulevard PZ# 2023-042	80 single-family lots on 53.12 acres	03.23.23	Due 04.13.23													E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
D	**CUPOLA AT OCEANSIDE** 100 North Halifax Drive PZ# 2021-068	12 two story townhomes - previously Halifax 100- and associated site improvements.	05.17.21	06.22.21				Completed	Approved	Approved	08.25.21	Under construction	Under construction	Issued 09.03.21	$548,099	90%	E - Newkirk Engineering O = Halifax Enterprises LLC APP = Halifax Enterprises LLC
E	**ENCLAVE, ZONING MAP AMENDMENT** 475 North Tymber Creek Road PZ#2023-019	Zoning map amendment for 26 acres from PRD, Planned Residential Development to SR, Suburban Residential	01.24.23	02.03.23				Not Required	03.09.23 Approved	04.18.23 & 05.02.23				Not applicable	Not applicable		E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 & 2 LLC
F	**ORMOND ENCLAVE (FKA COURTYARDS)** 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22			08.15.21; 01.17.23	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
G	**PLANTATION OAKS, 1A (TIGER OAKS)** 1395 Fountain View Street PZ# 2020-029	Development of 121 lots on 100.91 acres. Preliminary plat. Single family homes.	02.06.20	03.01.20	04.09.21			Not Required	PB 05.13.21 Approved	CC 06.01.21 Approved	08.27.21	Under construction	Under construction	Issued 09.17.21	$3,400,200	90%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
H	**PLANTATION OAKS, 2B** 2389 Destrenan Drive PZ# 2020-024	Development of 125 lots on 89.16 acres. Manufactured home phase.	12.14.17	01.24.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 03.29.2021	$2,390,520	80%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
I	**PLANTATION OAKS, 2C** 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase.	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	$3,044,572	40%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
J	**PLANTATION OAKS, 2D** 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase.	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	$1,784,746	30%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
K	**REGAL MULTIFAMILY** 215 Williamson Boulevard PZ-22-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 Approved	07.19.22 & 08.03.22 Approved		Submitted	Not issued	Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development

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City of Ormond Beach Residential Development Report, as of April 1, 2023

L	**RIDGEHAVEN** Plantation Oaks Boulevard & Addison Drive PZ-22-061	96 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23	07.26.22	04.13.23	Required				Not applied	Not applied		O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
M	**STANTON GROVE** 183 South Orchard PZ-22-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required	10.29.22	10.29.24	Not applied	Not applied	Not applied		E = Newkirk Engineering O = Stanton Grove, LLC
N	**TATTERSALL AT TYMBER CREEK** Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	Due 04.04.23				Required	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
O	**TIDES EDGE** 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12,05.22	01.10.23 & 01.24.23	03.27.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
P	**TOMOKA RESERVE** 20 Tomoka Oaks Boulevard PZ#-2022-043	Establishment of a Development Order for the former Tomoka Oaks Golf Course property of 147.94 acres. The application seeks 300 residential units or 2.03 units per acre	04.20.22	05.03.22	02.21.23			02.08.23	Required	Required				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole
Q	**TYMBER CREEK APARTMENTS** 2011 West Granada Boulevard PZ#2022-008	300 multi-family units and associated site improvements on a vacant 19.62 acre parcel.	12.07.21	12.27.21	04.28.22	06.23.22	7th - 12.09.22	06.08.22	12.08.22 Denial (5-0)	Tentatively 04.18.23 & 05.02.23				Not applied	Not applied		E - Newkirk Engineering O = VCP Ormond Beach, LLC ARC = English Associates, Inc.

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Planning public hearing items

City Commission items					
File Number	**Item**	**Description**	**Planning Board**	**City Commission**	**City Commission**
PBD 2022-008(A)	Zoning Map Amendment, Tymber Creek Apartments	This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This staff report, item A, is for the zoning map amendment and the next agenda item, item B, is for the issuance of the development order.	Denial, 5-0	**To be determined, need a resubmittal by 4/3 for April 18, 2023 meeting**	**To be determined**
PBD 2022-008(B)	Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development	This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard.	Denial, 5-0	**To be determined, need a resubmittal by 4/3 for April 18, 2023 meeting**	**To be determined**
ZMA-2023-019	475 North Tymber Creek Road, The Enclave, Zoning Map Amendment	This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26+ acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road.	Approval, 7-0	**April 18, 2023**	**May 2, 2023**
PP-2023-025	Ormond Gateway Preliminary Plat	This is a request from Luke Kilic, P.E. of Zev Cohen and Associates, on behalf of the property owner, Destination Interchange, LLC., for a preliminary plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for an eight (8)-lot commercial subdivision with associated site improvements.	Approval, 7-0	**April 18, 2023**	NA
LDC-2021-019	Land Development Code amendment: Section 1-27, Impact fees	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing 10% annual reduction of impact fee credits.	Approval, 7-0	**April 18, 2023**	**May 2, 2023**
AX-2023-031	1755 North U.S. Highway 1, Annexation	This is a voluntary request for an annexation submitted by the property owner, Wayne's Solar, Inc., for approximately 3.06 acres located at 1755 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).	NA	**April 18, 2023**	**May 2, 2023**
Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: https://ormondbeach.iqm2.com/citizens/default.aspx?. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - April 5, 2023		
VAR 2023-028	596 Riverside Drive, Side Yard Variance to expand an existing single-family residence	This is a variance request submitted by Andrzej Dmowski, property owner of 596 Riverside Drive. The subject property is zoned as R-1 (Residential Estate). Section 2-12(B)(9)(c) of the Land Development Code requires a side yard setback of 8 feet on one side with a minimum of 20 feet total for both sides. The existing north side yard setback of the home is currently nonconforming at 4.3 feet. A variance of 3.7 feet to the required side yard setback of 8 feet is requested for a final side yard setback of 4.3 feet in order to expand the residence eastward.
VAR 2023-035	325 South Atlantic Avenue, side yard variances to construct a new single-family residence:	This is a variance request by Larry and Terri Weiner, property owners of 325 South Atlantic Avenue. The property located at 325 South Atlantic Avenue is zoned as R-2 (Single-Family Low Density). Section 2-13(B)(9)(c), of the Land Development Code, requires a side yard setback of 8 feet on any one side with a minimum of 20 feet total for both sides. The applicant seeks to construct a new single-family residence with a breezeway and garage with living space on top. The proposed plan shall require three (3) variances to the side yard setbacks as described below: (1)A setback of 7' from the required 8' north side yard setback for a requested variance of 1' from the north side property line; and, (2) A setback of 7.96' from the required 12' south side yard setback for a requested variance of 4.04' from the south side property line; and, (3) A combined side yard setback of 14.96', where a 20' total combined side yard is required, for a variance of 5.04'.
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning public hearing items

Planning Board - April 13, 2023		
ZMA-2022-061(A)	RidgeHaven subdivision, Zoning Map Amendment	This is a request from RidgeHaven, LLC, with authorization of the property owner, owner Snilloc Family Limited Partnership Number One, for a zoning map amendment from Volusia County R-4, Urban Single-Family Residential and Ormond Beach B-8, Commercial to Ormond Beach PRD, Planned Residential Development for 103.45 acres. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050.
DO-2022-061(B)	RidgeHaven subdivision, Issuance of a Development Order	This is a request from RidgeHaven, LLC, with authorization of the property owner Snilloc Family Limited Partnership Number One, for the issuance of a development order for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020, 3136-01-23-0060, and 3136-01-24-0050.
DO-2022-061(C)	RidgeHaven subdivision, Preliminary Plat	This is a request from RidgeHaven, LLC, with authorization of the property owner for a preliminary plat for 286 residential lots on 103.45 acres and associated site improvements. The proposed RidgeHaven subdivision is located south of Plantation Oaks Boulevard, east of Addison Drive, north of the Village of Pine Run subdivision, and west of the Plantation Oaks subdivision and includes the following Volusia County parcel numbers: 3136-01-01-0011, 3136-01-01-0012, 3136-01-33-0110, 3136-01-25-0010, 3136-01-24-0060, 3136-01-33-0080, 3136-01-01-0020,3136-01-23-0060, and 3136-01-24-0050.
FLUM-2023-032	1755 North U.S. Highway 1, Future Land Use Map Amendment	This is a request from Wayne's Solar, Inc. for a Land Use Map Amendment from LIC, "Low Intensity Commercial" to LI/U, "Light/Industrial/Utilities" for a 3.06 acre parcel located at 1755 North U.S. Highway 1.
ZMA-2023-033	1755 North U.S. Highway 1, Zoning Map Amendment	This is a request from Wayne's Solar, Inc. for a Zoning Map Amendment from B-7, Highway Tourist Commercial to I-1, Light Industrial for a 3.06 acre parcel located at 1755 North U.S. Highway 1.
LDC-2023-043	Land Development Code Amendment: Section 2-21, T-2, Manufactured Home, Special Standards	This is an administrative request to amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-21, T-2, Manufactured Home zoning district of the Land Development Code to re-establish the special standards to allow replacement of manufactured/mobile homes, located within previously established mobile home parks, with new manufactured/mobile homes.
LDC-2021-019	Land Development Code Amendment: Impact Fee Study Update – Connection, Mobility, and Impact Fee amendments	This is an administrative amendment to the Land Development Code (LDC), to implement the recommendations of the impact fee study update, by amending (1) Section 1-25, Reserved, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to implement the water and wastewater utility system connection fee study by creating the water and wastewater connection fee section, (2) Section 1-26, Mobility fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to amend the person trip mobility fee per the municipal impact fee study, (3) Section 1-27, Impact fee, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration to delete the stormwater impact fee, amend the local road impact fee, and create police and fire impact fee per the municipal impact fee study and police and fire impact fee study, (4) Section 1-30(d)(6)(e), Certificate of concurrency required, of Article V, Concurrency management, of Chapter 1, General Administration, (5) Section 3-57, Potable water system, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, (6) Section 3-59, Sanitary sewer systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, (7) Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, (8) Section 3-60, Reclaimed water systems, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, (9) Section 3-62, Wholesale sale of potable water, sewage treatment or reclaimed water, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards, (10) Section 3-65, Interim package-type wastewater treatment facilities, of Article V, Utility and Infrastructure Design Standards, of Chapter 3, Performance Standards to implement the recommendations of the water and wastewater utility system connection fee study, municipal impact fee study, and police and fire impact fee study
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board. For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Monthly Financial Status Report
February 2023

This report provides the City Commission with an update of the financial status of the City's operating funds. The purpose of the report is to identify any significant variances from the adopted budget and to identify any adverse trends and their implications for the current and future years' budgets. Revenues at or above 41.6% benchmark is favorable, while expenses at or below the 41.6% benchmark is also favorable. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in subsequent tables.

Fund	Final Budget	YTD Actual Revenues	YTD %	YTD Actual Expenses	YTD %
001 - General Fund	41,522,489	21,322,912	51%	15,762,316.00	38%
104 - Community Redevelopment	1,437,353	1,064,481	74%	130,666.00	9%
106 - Ormond Crossing	296,171	208,579	70%	0.00	0%
107 - Stormwater	2,525,500	1,122,082	44%	760,367.00	30%
108 - Airport	288,998	613,878	212%	708,025.00	245%
109 - Local Law Enforcement Trust Fund	-	23,074	0%	11,850.00	0%
110 - Economic Development Fund	1,112,000	127,781	0%	1,033.00	0%
113 - Pension Contribution Pass Through	800,000	-	0%	0.00	0%
115 - Recreation Facility Fee	50,275	66,065	131%	0.00	0%
116 - Grant Fund	-	1,001	0%	130,020.00	0%
205 - Financing Debt Service	651,688	270,000	41%	339,976.00	0%
210 - Debt Service GOB 2003	118,674	20,141	17%	1,499.00	0%
211 - Debt Service 2005 CIP Note	162,202	65,415	40%	5,643.00	3%
220 - Debt Service GOB 2010	352,327	322,117	91%	43,239.00	12%
301 - General Capital Improvement	2,190,745	674,965	31%	668,107.00	30%
302 - General Equipment & Vehicle	347,000	197,474	57%	268,088.00	77%
305 - Public Safety Vehicle & Equip	934,000	585,301	63%	136,866.00	15%
308 - Transportation	2,262,489	787,714	35%	986,364.00	44%
310 - Recreation Impact Fee	215,000	19,491	9%	0.00	0%
316 - Local Roads Impact Fee	89,000	23,258	26%	0.00	0%
317 - Facilities Renewal & Replacement	506,470	464,005	92%	148,819.00	29%
318 - Stormwater Impact Fee	50,000	23,566	47%	0.00	0%
401 - Water/Wastewater Operating Fund	24,001,431	8,938,878	37%	9,330,370.00	39%
408 - Water/Wastewater E&V Fund	368,000	68,477	19%	0.00	0%
409 - Water/Wastewater Capital	9,494,412	1,631,214	17%	616,675.00	6%
414 - Water/Wastewater Consolidated Debt	4,753,500	1,976,460	42%	705,413.00	15%
433 - Reuse Impact Fee Fund	850,000	2,406	0%	9,950.00	0%
434 - Water Impact Fee	725,000	257,814	36%	0.00	0%
435 - Wastewater Impact Fee	4,300,000	293,727	7%	0.00	0%
460 - Solid Waste	9,827,200	4,346,094	44%	6,036,390.00	61%
502 - Workers Compensation	801,612	327,988	41%	417,773.00	52%
504 - General Liability	1,460,253	630,062	43%	1,245,440.00	85%
Total	**$ 112,493,789**	**$ 46,476,420**	**41%**	**$ 38,464,889**	**34%**

The airport fund has revenue and expense impacts from FAA grants.

General Fund Revenues

Ad valorem Taxes- Annual revenue is estimated at $14.5 million and is based on the taxable value ($4.6 billion) and the General Fund operating millage (3.761). Actuals to date are $13.1 or 90% of the budgeted amount.

Utility Taxes- The City levies a utility tax of 10% on electric and gas sales. To date, the City has collected $1.5 million.

Communication Taxes – Communication service taxes received to date are $433,990.

Business Tax –Business tax collections amounted to $51,196. The majority of business taxes are collected in the last quarter of the fiscal year.

Licenses, Permits and Franchise Fees – This revenue source includes building permits, plan review and franchise fees. The City has franchise fee agreements which require electric and natural gas providers to remit 6% of gross sales to the City. Payments made to the City for franchise fees often occur several months after they are collected by FPL and other providers. Collections through February 2023 are $1,117,132.

Intergovernmental – This revenue source includes municipal revenue sharing and sales tax both of which were expected to be negatively impact by the COVID pandemic. Through February 2023, the City received a total of $1.7 million in this category.

Charges for Services – This category includes the County library lease and Leisure Services user charges. Additional revenue from contracts for right of way mowing, traffic signal maintenance, and street lighting are included in this category. The City received a total of $381,741 in this category through February.

Fines and Forfeitures – Traffic, code enforcement, and court fines make up this revenue category. Revenues were $29,230.

Miscellaneous Revenue – Interest and internal service charges for Fleet and Engineering are included in this revenue category. Revenues collected were $975,119.

Transfers In –Transfers have been recorded in the amount of $2 million.

General Fund Revenues - February 2023

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Property Tax	$ 14,504,485	$ 13,077,781	$ 1,426,704	90.2%	$ 12,105,311	$ 972,470	8.03%
Utility Taxes	4,260,000	1,549,821	2,710,179	36.4%	1,382,258	167,563	12.12%
Communication Tax Receipts	1,590,000	433,990	1,156,010	27.3%	413,786	20,204	4.88%
Business Tax	283,500	51,196	232,304	18.1%	49,474	1,722	3.48%
Licenses, Permits & Fees	4,654,350	1,117,132	3,537,218	24.0%	1,131,617	(14,485)	-1.28%
Intergovernmental	4,890,300	1,715,605	3,174,695	35.1%	1,547,782	167,823	10.84%
Charges for Services	968,000	381,741	586,259	39.4%	301,532	80,209	26.60%
Fines & Forfeitures	73,000	29,230	43,770	40.0%	16,846	12,384	73.52%
Miscellaneous Revenues	3,434,319	975,119	2,459,200	28.4%	756,146	218,973	28.96%
Transfers In	4,779,108	1,991,295	2,787,813	41.7%	1,945,705	45,590	2.34%
Use of Fund Balance	2,085,427	-	2,085,427	0.0%	-	-	0.00%
	$ 41,522,489	$ 21,322,910	$ 20,199,579	51.4%	$ 19,650,457	$ 1,672,453	8.51%

General Fund Reserve – This category includes commitments made by the City Commission by resolution or Commission comments at the City Commission meeting.

Purpose	Amount	CC Meeting Date	Approval Process
JPA Conversation Land	$158,000.00	8/16/2022	Discussion Item-Tentatively Approved
Fire Station 91 Generator	$80,942.00	1/24/2023	2023-39
SONC Backboards	$90,000.00	1/10/2023	2023-21
Police and Fire Impact Study	$31,500.00	10/5/2022	Resolution 2022-121
Performing Art Center Lobby	$407,000.00	3/21/2023	Resolution 2023-64

General Fund Expenditures

Personnel Services - This category includes wages and benefits paid by the City. Personnel services account for $26.5 million of the General Fund gross budget. Expenditures through February 2023 were $10.1 million or 38.1% of the budget amount.

Operating Expenditures - This category includes $12 million for maintenance contracts, utilities, tools, fuel, insurance, supplies and contracts for service with community agencies. Through February 2023, $4.6 million has been spent.

Grants and Aids - This category includes contributions made to not for profit organizations which were budgeted at $208,414. $102,261 has been expended year to date.

Transfers Out – The budget for transfers from the General Fund to other funds is $2.2 million with $935,970 made during February 2023.

Financial Status Report:
February 2023

General Fund Expenditures - February 2023

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
City Commission	$ 393,342	$ 191,654	$ 201,688	48.7%	$ 134,935	$ 56,719	42.03%
City Administration	750,099	273,392	476,707	36.4%	271,524	1,868	0.69%
Support Services	458,818	174,413	284,405	38.0%	186,415	(12,002)	-6.44%
City Attorney	861,962	313,478	548,484	36.4%	341,173	(27,695)	-8.12%
Legislation & Policy	2,464,221	952,937	1,511,284	38.7%	934,047	18,890	2.02%
Finance	1,081,904	390,043	691,861	36.1%	397,773	(7,730)	-1.94%
Information Technology	1,140,518	445,452	695,066	39.1%	336,197	109,255	32.50%
Human Resources	505,117	257,013	248,104	50.9%	175,089	81,924	46.79%
Planning	711,727	268,219	443,508	37.7%	270,329	(2,110)	-0.78%
Building Inspections	1,163,670	404,539	759,131	34.8%	413,292	(8,753)	-2.12%
Police Administration	1,098,183	367,345	730,838	33.5%	319,814	47,531	14.86%
Police Operations	6,871,060	2,724,985	4,146,075	39.7%	2,408,413	316,572	13.14%
Community Outreach	587,579	196,435	391,144	33.4%	204,888	(8,453)	-4.13%
Criminal Investigations	1,491,988	506,941	985,047	34.0%	492,596	14,345	2.91%
Community Services	438,297	175,446	262,851	40.0%	152,110	23,336	15.34%
Records	194,023	60,315	133,708	31.1%	69,036	(8,721)	-12.63%
Neighborhood Impr.	460,629	145,682	314,947	31.6%	165,536	(19,854)	-11.99%
Police	11,141,759	4,177,149	6,964,610	37.5%	3,812,392	364,757	9.57%
Fire	6,731,586	2,818,368	3,913,218	41.9%	2,816,503	1,865	0.07%
Streets	2,525,485	934,776	1,590,709	37.0%	835,866	98,910	11.83%
Engineering	1,201,983	447,738	754,245	37.2%	423,951	23,787	5.61%
Fleet	1,908,683	707,663	1,201,020	37.1%	646,812	60,851	9.41%
Public Works	5,636,151	2,090,177	3,545,974	37.1%	1,906,629	183,548	9.63%
Economic Development	400,799	189,633	211,166	47.3%	157,056	32,577	20.74%
Building Maintenance	928,047	414,134	513,913	44.6%	329,334	84,800	25.75%
Administration	795,835	258,085	537,750	32.4%	300,115	(42,030)	-14.00%
Nova Recreation	350,757	121,355	229,402	34.6%	115,089	6,266	5.44%
S. Ormond Neigh. Center	369,318	116,151	253,167	31.5%	85,456	30,695	35.92%
Athletic Fields Mnt.	1,586,785	548,724	1,038,061	34.6%	446,800	101,924	22.81%
Parks	2,445,146	930,868	1,514,278	38.1%	665,338	265,530	39.91%
Environmental Learning	176,349	60,194	116,155	34.1%	48,629	11,565	23.78%
The Casements	357,694	126,425	231,269	35.3%	107,359	19,066	17.76%
Performing Arts Center	301,196	110,326	190,870	36.6%	114,378	(4,052)	-3.54%
Senior Center	99,637	32,336	67,301	32.5%	22,429	9,907	44.17%
Community Events	252,034	65,979	186,055	26.2%	65,696	283	0.43%
Leisure Services	7,662,798	2,784,577	4,878,221	36.3%	2,300,624	483,953	21.04%
Grants & Aid*	91,528	48,223	43,305	52.7%	47,832	391	0.82%
Transfers	2,246,345	935,970	1,310,375	41.7%	1,192,225	(256,255)	-21.49%
Contingency	544,366	-	544,366	0.0%	-	-	0.00%
	$ 41,522,489	$ 15,762,300	$ 25,760,189	38.0%	$ 14,759,987	$ 1,002,313	6.79%

Downtown Redevelopment Trust

Revenues – Budgeted revenues are comprised of City, County, Hospital, and special district property taxes levied on property within the Downtown Redevelopment boundaries and amount to $911,308 with $822,397 collected year to date. The City's budgeted contribution is $525,545.

Expenditures – A total of $130,666 has been expended for capital projects and service contracts (Ormond Main Street and property improvement grants).

Downtown Redevelopment Fund Revenues - February 2023

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Grant	$ -	$ -	$ -	0.0%	$ -	$ -	0.0%
Local Units	911,308	822,397	88,911	90.2%	810,205	12,192	1.5%
Miscellaneous	500	-	500	0.0%	30	(30)	-100.0%
Transfers In	525,545	175,180	350,365	33.3%	218,435	(43,255)	-19.8%
Use of Fund Balance		-	-	0.0%	-	-	0.0%
	$ 1,437,353	$ 997,577	$ 439,776	69.4%	$ 1,028,670	$ (31,093)	-3.02%

Downtown Redevelopment Fund Expenditures

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Planning	$ 66,050	$ 35,350	$ 30,700	53.5%	$ 32,850	$ 2,500	7.6%
Public Works	148,961	23,982	124,979	16.1%	228	23,754	10418.4%
Grants	200,000	-	200,000	0.0%	-	-	0.0%
Leisure Services	184,500	71,334	113,166	38.7%	45,775	25,559	55.8%
Contingency	837,842	-	837,842	0.0%	-	-	0.0%
	$ 1,437,353	$ 130,666	$ 1,306,687	9.1%	$ 78,853	$ 51,813	65.71%

Stormwater Fund

Revenues – The primary revenue source is stormwater user fees. User fees were budgeted at $2.525 million with $1.08 million received through February 2023.

Expenditures – The budget for stormwater maintenance is $2.5 million with $668,017 spent to date. Transfers of $92,350 have also been made year to date.

Stormwater Fund Revenues - February 2023

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Grants	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%
Stormwater Fees	2,525,000	1,078,646	1,446,354	42.7%	1,067,068	11,578	1.09%
Miscellaneous	500	43,435	(42,935)	8687.0%	89	43,346	48703.37%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	-	-	-	0.0%	-	-	0.00%
	$ 2,525,500	$ 1,122,081	$ 1,403,419	44.4%	$ 1,067,157	$ 54,924	5.15%

Stormwater Fund Expenditures

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Maintenance	2,208,419	668,017	1,540,402	30.2%	471,275	196,742	41.75%
Engineering Support	$ 74,939	$ -	$ 74,939	0.0%	$ -	$ -	0.00%
Transfers Out	221,640	92,350	129,290	41.7%	82,210	10,140	12.33%
Contingency	20,502	-	20,502	0.0%	-	-	0.00%
	$ 2,525,500	$ 760,367	$ 1,765,133	30.1%	$ 553,485	$ 206,882	37.38%

Water and Wastewater Fund

Revenues – The primary revenue sources are water and sewer user fees. User fees were budgeted at $20.9 million with $8.7 million collected year to date. The budget also includes $177,455 in transfers.

Expenditures – Operating expenses for utility billing and water/wastewater public works services is budgeted in the amount of $12.6 million with $4.6 million expended to date. The budget also includes $11.4 million in transfers of which $4.7 million has been made through February 2023.

Water/Wastewater Fund Revenues - February 2023

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Water/Sewer Charges	$ 20,930,000	$ 8,732,645	$ 12,197,355	41.7%	$ 8,290,291	$ 442,354	5.34%
Miscellaneous	15,000	28,777	(13,777)	191.8%	2,240	26,537	1184.69%
Transfers In	425,887	177,455	248,432	41.7%	145,855	31,600	21.67%
Intergovernmental	-	-	-	0.0%	-	-	0.00%
Use of Fund Balance	2,630,544	-	2,630,544	0.0%	-	-	0.00%
	$ 24,001,431	$ 8,938,877	$ 15,062,554	37.2%	$ 8,438,386	$ 500,491	5.93%

Water/Wastewater Fund Expenditures

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Utility Billing	$ 2,467,103	$ 741,385	$ 1,725,718	30.1%	$ 566,439	$ 174,946	30.89%
Water Production	3,803,802	1,456,981	2,346,821	38.3%	1,164,458	292,523	25.12%
Water Distribution	1,431,645	569,872	861,773	39.8%	517,016	52,856	10.22%
Wastwater Treatment	3,352,389	1,261,904	2,090,485	37.6%	1,105,467	156,437	14.15%
Wastewater Collection	1,591,328	568,906	1,022,422	35.8%	523,621	45,285	8.65%
Transfers Out	11,355,164	4,731,320	6,623,844	41.7%	4,412,820	318,500	7.22%
Contingency	-	-	-	#DIV/0!	-	-	0.00%
	$ 24,001,431	$ 9,330,368	$ 14,671,063	38.9%	$ 8,289,821	$ 1,040,547	12.55%

Solid Waste Fund

Revenues – The primary revenue source is solid waste franchise and user fees. To date $728,634 in franchise fees and $3,617,459 in user fees have been collected.

Expenditures – Personnel, operating, capital expenses and transfers expended to date are $5.5 million. This has seen a tremendous increase over this time in prior year due to hurricane Ian. Hurricane Ian has accounted for $1.7 million within this fund thus far.

Solid Waste Fund Revenues - February 2023

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Franchise Fees	$ 1,648,000	$ 728,634	$ 919,366	44.2%	$ 661,795	$ 66,839	10.10%
User Fees	8,178,200	3,617,459	$ 4,560,741	44.2%	3,448,349	169,110	4.90%
Miscellaneous	1,000	91	$ 909	9.1%	64	27	42.19%
Intergovernmental	-	-	$ -	0.0%	-		0.00%
Use of Fund Balance	-	-	$ -	0.0%	-	-	0.00%
	$ 9,827,200	$ 4,346,184	$ 5,481,016	44.2%	$ 4,110,208	$ 235,976	5.74%

Solid Waste Fund Expenditures

	Final Budget	YTD FY 2022-23	$ Variance	% of Budget	YTD FY 2021-22	$ Variance	% Variance
Collection & Disposal	$ 7,306,235	$ 4,992,099	$ 2,314,136	68.3%	$ 3,114,111	$ 1,877,988	60.31%
Recycling	1,133,960	484,306	649,654	42.7%	458,525	25,781	5.62%
Engineering		-	-	0.0%	-	-	0.00%
Transfers Out	1,343,962	559,985	783,977	41.7%	532,810	27,175	5.10%
Contingency	43,043	-	43,043	0.0%	-	-	0.00%
	$ 9,827,200	$ 6,036,390	$ 3,790,810	61.4%	$ 4,105,446	$ 1,930,944	47.03%

Economic Development Monthly Report

March, 2023

Ormond Beach March Employment

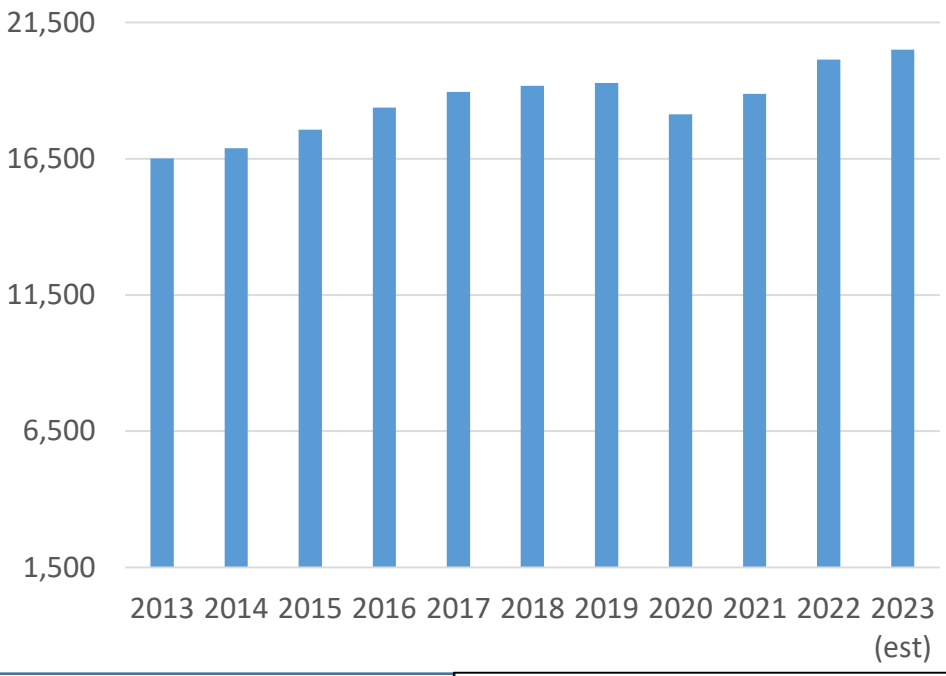
20,500

This is up 4.3% from last year

Ormond Beach Unemployment Rate

2.7%

Ormond Beach Employment Trend



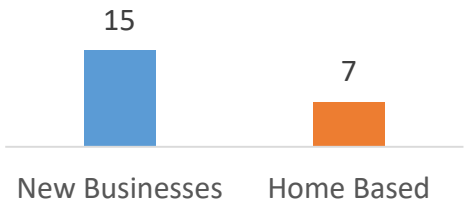
Total Permits Issued March

344

Permit Valuation for February

$4.7m

Total OB Business Tax Receipts in March



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,609,712	6.1%	$20.48	7.1%
Industrial	2,934,591	1.5%	$10.41	1.0%
Retail	4,114,636	3.2%	$17.14	3.4%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.

This Month's Takeaways

March, 2023

Notes and Updates:

- **Employment for November** was 20,500 up 4.2% from the same month last year. The unemployment rate is 2.7% which is down from 3.1% this time last year. Since January 2023 employment was up 1.0% (207).

- **Permits and Business Tax Receipt** data for March. Total Permits issued since January is 1,734 with an associated construction value of $38.8 million. Business Tax Receipts to new commercial businesses in Ormond Beach since January is 56 for bricks and mortar locations and 26 for Home Based Businesses.

- **The commercial real estate market** remains competitive regionally. Vacancy is low among all the asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.

- **A report from Visit Florida** showed that Florida had approximately 33.2 million visitors during the fourth quarter of 2022. This is 6% higher than the same time period in 2021 and 7.8% higher than the fourth quarter of 2019. According to the American Hotel & Lodging Association, Florida is projected to have the second highest gross increase in hotel-generated state and local tax revenue from 2019 to 2023 out of 10 other states. The vast majority of those who visit Florida are domestic visitors (90%). International visitors make up around 6% and Canadians account for around 3% of visitors, according to the Visit Florida report. Read the full article on Florida Trend.

- **Ormond Beach business in the tourism and retail industry** have an advantage with access to SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: **https://sizeup.info/ormondbeach**

Thank you,
Brian Rademacher
Economic Development Director

Data Sources: Employment Data from FL DEO LAUS; Permit and BTR data from Dept. of Building 03/01-03/31 Real Estate data from CoStar provided by Adams Cameron Real Estate.

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 8.A
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-9
Strategic Goal:	Community Development - Other		
Department :	Planning & Building		
Subject:	Zoning Map Amendment, Tymber Creek Apartments		
Budget Impact:	There is no budget impact as the result of this zoning map amendment.		
Summary:	This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. This item is solely for the zoning map amendment to allow the framework for the development order.		
Recommended Action:	Planning Board recommended the City Commission deny the zoning map amendment for a 19.62± acre property from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development with a 5-0. The project has a 6.4-acre parcel that lacks a city zoning designation. If this zoning map amendment is denied, staff will process an administrative zoning map amendment for the parcel to ensure it has a zoning designation.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	4/10/2023	
Claire Whitley, Assistant City Manager	4/10/2023	

Joyce Shanahan, City Manager	4/12/2023	

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: Steven Spraker, Planning Director

Date: April 18, 2023

Subject: Zoning Map Amendment, Tymber Creek Apartments

Commission Goal: Community Development - Other

Introduction

This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 270 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This staff report, item A, is for the zoning map amendment and the next agenda item, item B, is for the issuance of the development order. This item has been continued since the January 24, 2023 City Commission meeting. The project team has resubmitted site plans that reduce the number of residential units from 300 to 270 and provided additional buffering to Indian Springs as part of the issuance of the development order item (next agenda item).

Background

The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of “General Commercial” and a zoning designation of B-8, Commercial.

The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. Walgreens is located at 2001 West Granada Boulevard and 30 North Tymber Creek Road (stormwater pond). There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, is the Coquina Presbyterian Church and the Indian Springs subdivision.

The application seeks to allow 270 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

1. **Zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this agenda item.**
2. Issuance of a development order to construct 270 multi-family residential units and associated site improvements on 19.62 acres.

The two actions (2) will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead the **framework** for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Discussion

The subject property has three (3) land use categories: (1) “Open Space/Conservation”, (2) “Residential, Office, Retail”, and (3) “General Commercial”. The maximum development entitlements of the land use categories would allow 471 residential units or 430,983 square feet of commercial uses. Based on land development regulations (building height, landscaping, and stormwater), these maximums would not be achievable. The Land Development Code establishes thresholds for density, height, and building length that require public hearing approval.

The subject property has three (3) existing zoning classifications: (1) Volusia County RC, Resource Corridor, (2) Volusia County A-2, Agriculture, and (3) Ormond Beach B-8. The Volusia County zoning classifications are maintained through annexation until an Ormond Beach zoning classification is assigned. Based on the assignment of Ormond Beach land uses, there are certain zoning districts that are compatible with the adopted land uses. If the zoning map amendment to Planned Business Development is denied, city staff would proceed with a zoning map amendment to provide city zoning classifications.

Input has been received through the neighborhood meeting and correspondence received that includes the following concerns regarding the overall project:

1. Traffic

    A. Concern about U-turn movements on West Granada Boulevard.
    B. Traffic is awful/horrendous already.
    C. The right-hand turn into Indian Springs is treacherous.
    D. Negative impacts at the intersection of West Granada Boulevard and Tymber Creek Road.

2. Incompatible use

    A. Impact on the existing residents in the area of the planned development.
    B. Will make our community less safe.
    C. We are a single-family community!
    D. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.

3. Density

    A. Density should be maintained at 10 units per acre.
    B. If the Land Development Code allows 164 units now, then why would an increase be of any value to the residents of Ormond Beach?

4. Overdevelopment

    A. Horrible location planning for apartments.
    B. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

5. Site Design

    A. Desire of a masonry wall along the Indian Springs property line.
    B. The project team should show the building locations and height.
    C. Configuration/location of the buildings – specifically building 8.

6. Quality of Life

    A. Only single-family residential has been approved west of I-95.
    B. Longtime residents of upscale communities deserve better consideration.
    C. The area is already overbuilt and this will do nothing to help the situation.
    D. Future management of complex.

<u>Planning Board</u>

The Planning Board reviewed the zoning map amendment at the December 5, 2022 meeting and recommended denial with a 5-0 vote. A summary of key points of individuals who spoke at the Planning Board include:

1. The Indian Springs Homeowners' Association representative requested the deletion of buildings 8 and 9.

2. Expressed concern with the proposed increase in density over the zoning designation allowances.
3. No apartment complexes exist west of I-95 in Ormond Beach.
4. Expressed concerns that residential growth should not be approved until there are adequate medical facilities including hospital beds and emergency room capacity.
5. The existing resident's quality of life will be negatively impacted.
6. Expressed concern regarding the increase in traffic and proposed U-turn movements.

Planning Board members stated that they could not support the zoning map amendment that allowed additional density and increased traffic. A Planning Board member noted that developers have gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. 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

The City Commission packet includes input from the neighborhood meeting, correspondence received, and the Planning Board meeting. The citizen's concerns include traffic, incompatible use, density increase, overdevelopment, site design, and decreased quality of life. The Planning Board recommended against the requested zoning map amendment.

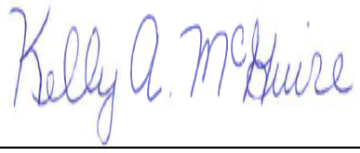
Recommendation

Planning Board recommended the City Commission deny the zoning map amendment for a 19.62± acre property from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development with a 5-0. The project has a 6.4-acre parcel that lacks a city zoning designation. If this zoning map amendment is denied, staff will process an administrative zoning map amendment for the parcel to ensure it has a zoning designation.

Attachments:

1. 23-09 TCA, Zoning Map Amendment (Cont to 4.18) (P22-0206G)
2. Exhibit A, Survey
3. Exhibit B, TymberCreek_Apts_ZONING
4. 12.08.2022, Zoning Map Amendment - Tymber Creek Apartments, PB Staff Report
5. Correspondence received after Planning Board meeting
6. Planning Board Minutes, TCA - ZMA

Approvals:



Kelly McGuire, Finance Director — Date: April 10, 2023



Claire Whitley, Assistant City Manager — Date: April 10, 2023



Joyce Shanahan, City Manager — Date: April 12, 2023

ORDINANCE NO. 2023-09

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 CONSISTING OF APPROXIMATELY 19.62 ACRES LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243) FROM VOLUSIA COUNTY RC, RESOURCE CORRIDOR, VOLUSIA COUNTY A-2, AGRICULTURE, AND ORMOND BEACH B-8, COMMERCIAL, TO PLANNED BUSINESS DEVELOPMENT; AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, VCP Ormond Beach II, LLC, a Florida limited liability company, is the owner of real property ("Property Owner") located at 36 North Tymber Creek Road (Volusia County parcel number 4125-00-00-0221) and 2011 West Granada Boulevard (Volusia County parcel number 4125-00-00-0243), as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), and

WHEREAS, the Property Owner has submitted an application to the city to re-zone the Property from Volusia County RC, Resource Corridor, Volusia County A-2,

Agriculture, and Ormond Beach B-8, Commercial, to Planned Business Development (PBD), and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 19.62 contiguous acres, and

WHEREAS, the Planning Board held a public hearing regarding this matter as required by Chapter 1, Article II, Section 1-15(d)(3), of the *Land Development Code*, and

WHEREAS, the City Commission held a public hearing regarding this matter as required by Section 166.041(3)(c)(2), *Florida Statutes*, and

WHEREAS, all applicable legal notice requirements have been complied with, and

WHEREAS, the City Commission finds the proposed rezoning to be consistent with the Future Land Use Element, and the Future Land Use Map, of the City's adopted *Comprehensive Plan*, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The foregoing recitals are incorporated herein as the findings of the City Commission.

SECTION TWO. Paragraph C, Official Zoning Map, of Section 2-01, Established, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the *Land Development Code* of the City of Ormond Beach, Florida, is hereby amended by amending the Official Zoning Map, to change the zoning designation of the property described and depicted on Exhibit "A" from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial, to Planned Business Development (PBD), as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"
Page 1 of 2

LEGAL DESCRIPTION:

DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20–0211)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103–POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.

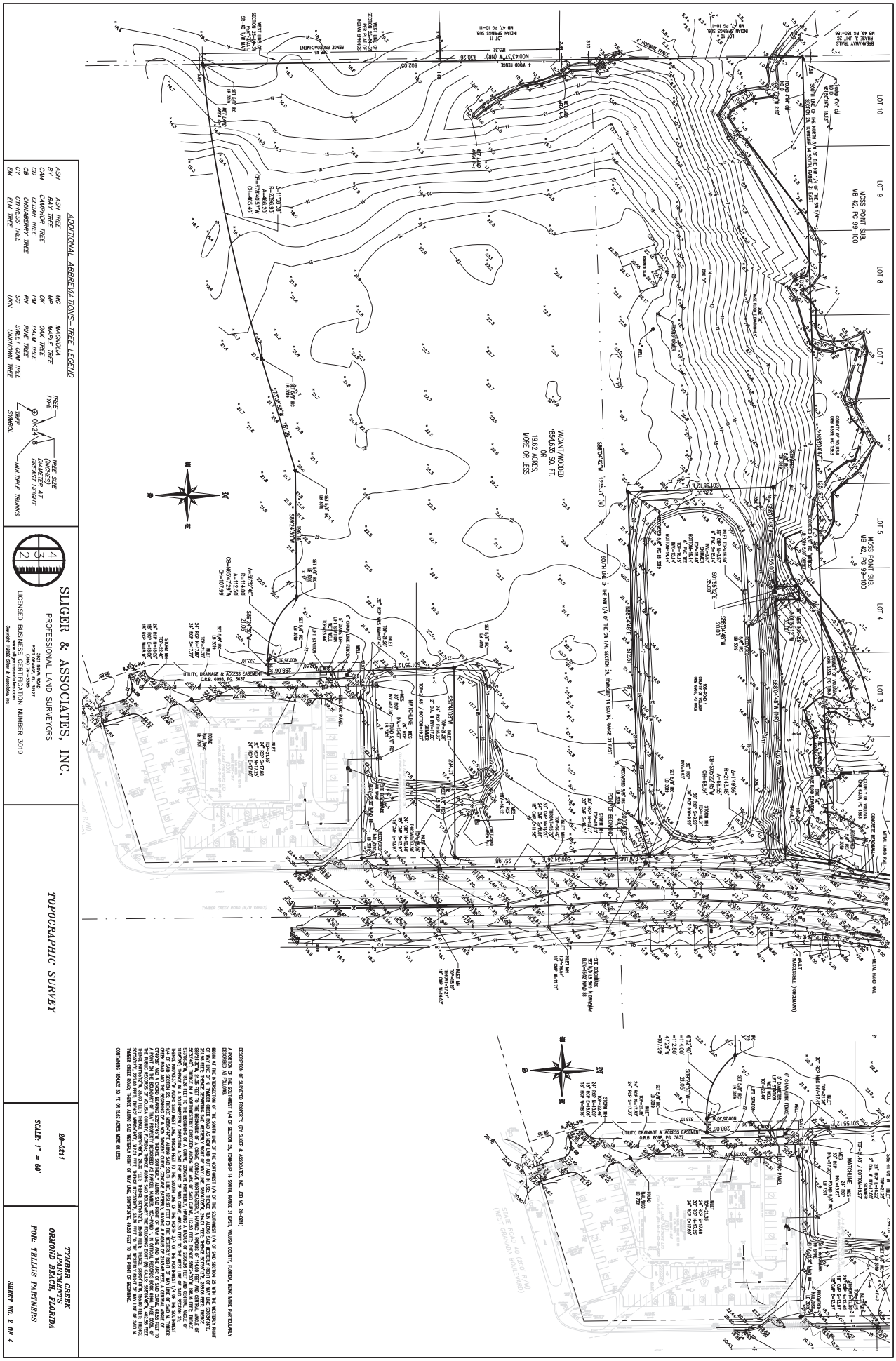
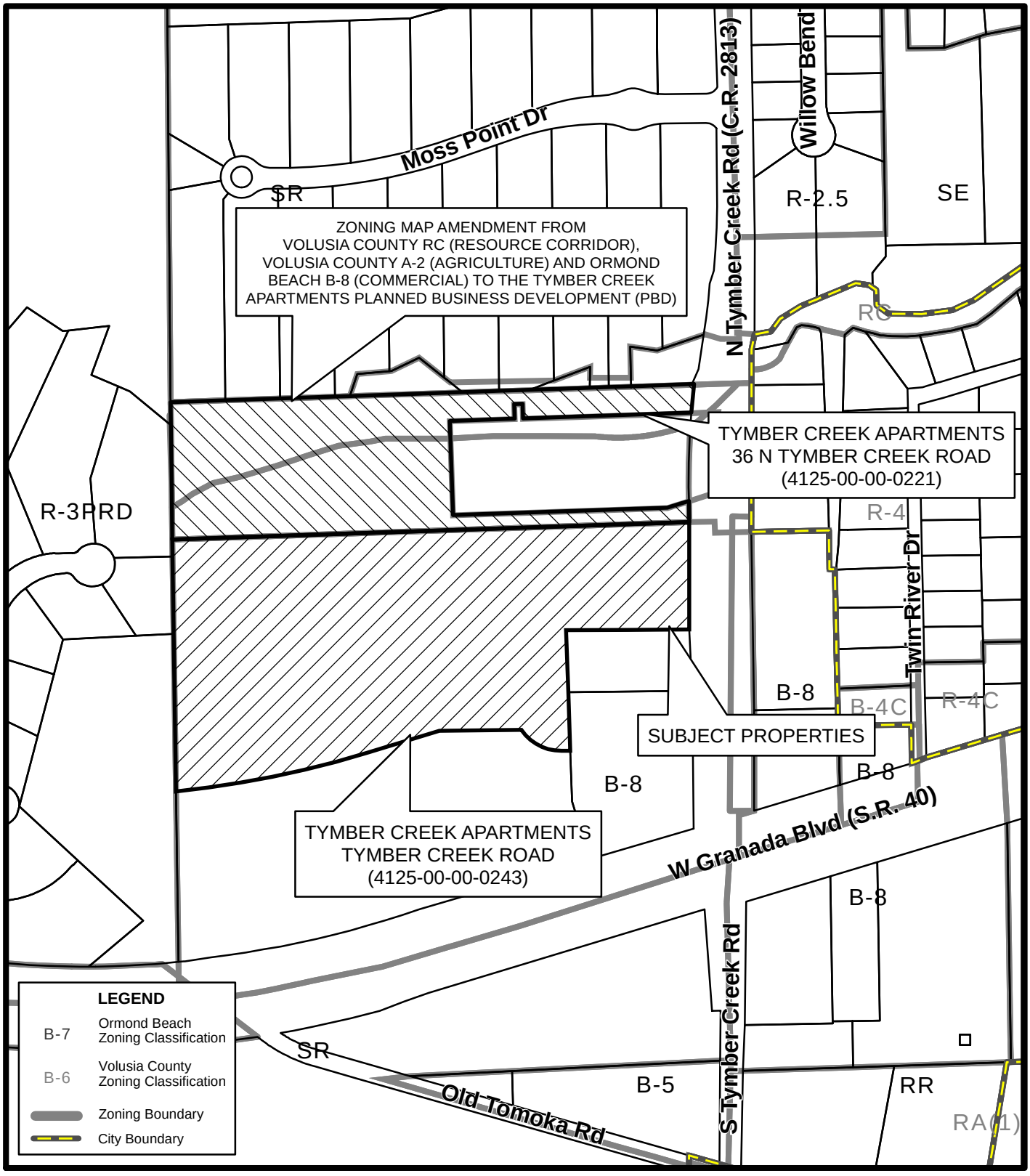

ADDITIONAL ABBREVIATIONS—TREE LEGEND
ASH TREE
BAY TREE
CAM CAMPHOR TREE
CD CEDAR TREE
CB CHINABERRY TREE
CY CYPRESS TREE
ELM ELM TREE
MG MAGNOLIA
MP MAPLE TREE
OAK OAK TREE
PM PALM TREE
PN PINE TREE
SG SWEET GUM TREE
UNK UNKNOWN TREE
TREE SYMBOL
TREE TYPE
TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MULTIPLE TRUNKS
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
393 NOVA ROAD
PORT ORANGE, FLORIDA 32127
(386) 761-5380
LICENSED BUSINESS CERTIFICATION NUMBER 3019
Copyright © 2020 Sliger & Associates, Inc.
TOPOGRAPHIC SURVEY
20-021
SCALE: 1" = 60'
TYNDER CREEK APARTMENTS
ORMOND BEACH, FLORIDA
FOR: TELLUS PARTNERS
SHEET NO. 2 OF 4
DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-021)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1); THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°54'42"W, ALONG SAID SOUTH LINE, 1255.71 FEET; THENCE DEPARTING SAID SOUTH LINE, N00°43'57"W, 930.28 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF TIMBER CREEK ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, S89°54'42"W, 225.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S01°05'17"E, 35.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 90°27'47"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 180.00 FEET TO THE POINT OF TANGENCY; THENCE N89°27'29"E, 185.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2214.93 FEET AND CENTRAL ANGLE OF 01°06'24"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 42.77 FEET TO THE POINT OF TANGENCY; THENCE N88°21'05"E, 1.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 90°27'47"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 180.00 FEET TO THE POINT OF TANGENCY; THENCE S89°54'28"E, 185.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2214.93 FEET AND CENTRAL ANGLE OF 01°06'24"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 42.77 FEET TO THE POINT OF TANGENCY; THENCE S89°21'05"E, 1.05 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 763.94 FEET, A CENTRAL ANGLE OF 17°49'05" AND A CHORD BEARING S07°23'47"W, 236.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 237.58 FEET TO THE POINT OF TANGENCY; THENCE S16°18'19"W, 49.35 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 763.94 FEET, A CENTRAL ANGLE OF 17°49'05" AND A CHORD BEARING S07°23'47"W, 236.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, 237.58 FEET TO THE POINT OF TANGENCY; THENCE S01°30'46"W, 286.06 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 90°27'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 180.00 FEET TO THE POINT OF TANGENCY; THENCE S89°54'28"W, 185.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2214.93 FEET AND CENTRAL ANGLE OF 01°06'24"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 42.77 FEET TO THE POINT OF TANGENCY; THENCE S89°21'05"W

EXHIBIT "B"



ZONING MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

N
W E
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N.T.S.

STAFF REPORT

City of Ormond Beach
Department of Planning

DATE: December 8, 2022

SUBJECT: Tymber Creek Apartments: **Zoning Map Amendment to Planned Business Development**

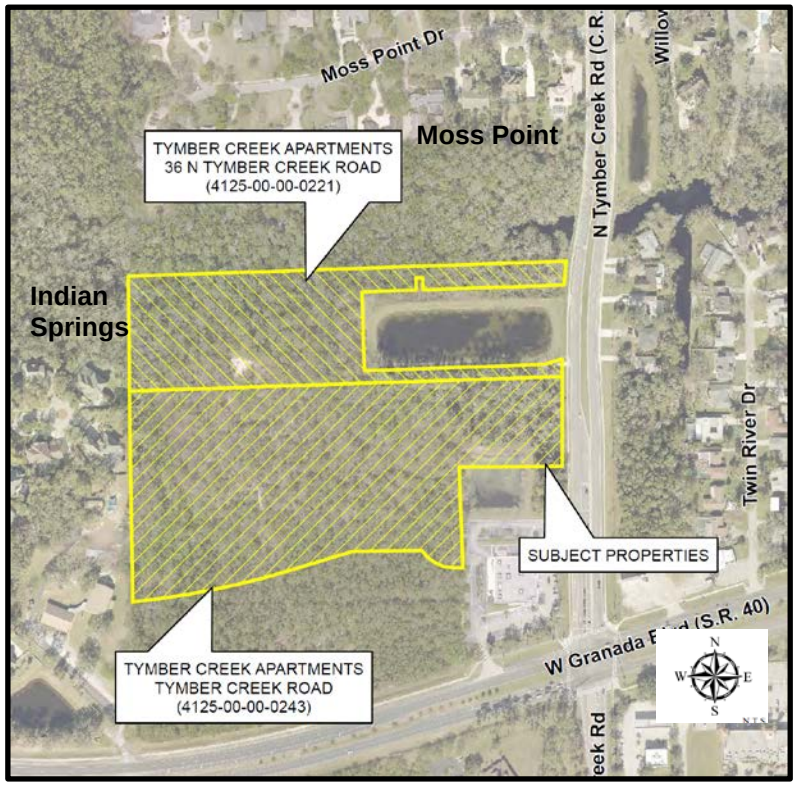
APPLICANT: VCP Ormond Beach II, LLC

NUMBER: PBD 2022-008(A)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is an application submitted by Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for a (1) zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development and (2) the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This staff report, item A, is for the zoning map amendment and the next staff report, item B, is for the issuance of the development order. The subject property is shown below.

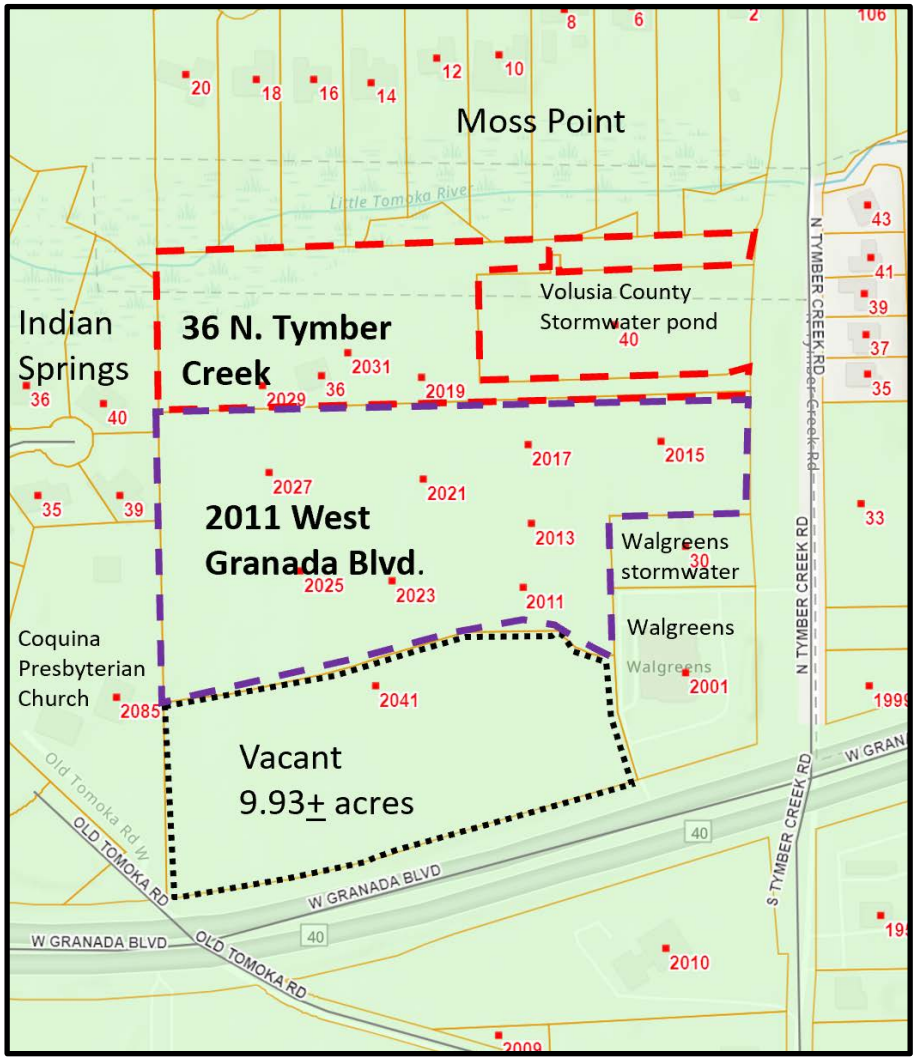
EXHIBIT 1: Project location, 36 North Tymber Creek Road and 2011 West Granada Boulevard



SECTION 2, BACKGROUND: The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County "Environmental System Corridor" (ESC) to City of Ormond Beach "Open Space/Conservation" (OS/C) and Volusia County "Urban Low Intensity" (ULI) to Ormond Beach "Residential, Office, Retail" (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of "General Commercial" and a zoning designation of B-8, Commercial.

Exhibit 2 shows the land area around the proposed Tymber Creek Apartments. The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. Walgreens is located at 2001 West Granada Boulevard and 30 North Tymber Creek Road (stormwater pond).

EXHIBIT 2: Abutting land area to Tymber Creek Apartments



There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, is the Coquina Presbyterian Church and the Indian Springs subdivision.

The following are the abutting uses to the subject properties:

EXHIBIT 3: Abutting land use and zoning designations

Land Use and Zoning Designations of Adjacent Property			
	Current Land Uses	**Future Land Use Designation**	**Zoning Classification**
North	Volusia County detention pond and Moss Point	"Open Space/Conservation" and "Suburban Low Density Residential"	SE, Special Environmental & SR, Suburban Residential
South	Vacant land and Across SR40, Faith Lutheran Church and Riverbend Church	"General Commercial" "Public/Institutional" and "Suburban Low Density Residential"	B-8 (Commercial) & SR, Suburban Residential
East	Across Tymber Creek Road: Vacant Commercial and Single-Family Residential	"General Commercial" & Volusia County "Low Medium Intensity"	B-8 (Commercial) & Volusia County R-4, Urban Single-Family Residential
West	Coquina Presbyterian Church & Indian Springs	"Open Space/Conservation" & "Public/Institutional" and "Low Density Residential"	R-3, Single Family Medium Density

SECTION 3, ANALYSIS:

Application process

The application seeks to allow 300 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

A. **Zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this staff report.**

B. Issuance of a development order to construct 300 multi-family residential units and associated site improvements on 19.62 acres.

The two actions (2) will be discussed together at the public hearing and will require

separate votes. The zoning map amendment is the application under consideration in this report. The zoning map amendment does not approve any specific development, but instead the framework for the issuance of the development order. The issuance of a development order contains site plans and project reports that detail the specific development. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions: (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on June 8, 2022 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:
    a. Application submitted by the applicant;
    b. Staff report;
    c. Written correspondence provided;
    d. Testimony presented at the public hearing; and
    e. Criteria for rezonings and issuance of a Development Order.
4. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are January 24, 2023 and February 7, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:
    a. Report and recommendation of the site plan review committee and the planning board.
    b. Report and recommendation of other city departments and advisory boards, as appropriate.

c. Comments of governmental agencies, utility corporations and individuals, as received.

Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

EXHIBIT 4: Application process

PZ-20-63		
Action	**Date**	**Notes**
1st SPRC submittal	June 25, 2020	SPRC review: July 13, 2020
2nd SPRC submittal	October 13, 2020	SPRC review: November 24, 2020
3rd SPRC submittal	November 30, 2020	SPRC review: December 22, 2020
Neighborhood meeting	December 3, 2020	600' mail radius; newspaper ad
Expired	September 22, 2021	

Project PZ-20-63 expired based on lack of a re-submittal to the Site Plan Review Committee (SPRC) with a specified time period. The project was re-submitted and became PZ-22-008.

PZ-22-008		
Action	**Date**	**Notes**
1st SPRC submittal	December 7, 2021	SPRC review: December 26, 2021
2nd SPRC submittal	April 12, 2022	SPRC review: April 28, 2022
Neighborhood meeting	June 8, 2022	600' mail radius; newspaper ad
3rd SPRC submittal	June 9, 2022	SPRC review: June 23, 2022
4th SPRC submittal	July 12, 2022	SPRC review: July 22, 2022
5th SPRC submittal	July 29, 2022	SPRC review: August 24, 2022
6th SPRC submittal	October 25, 2022	SPRC review: November 22, 2022
Planning Board:	December 8, 2022	300' mail radius; newspaper ad; site posting
City Commission, 1st	January 24, 2023	300' mail radius; newspaper ad
City Commission, 2nd	February 7, 2023	newspaper ad
SPRC 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/1015/Tymber-Creek-Apartments and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

Comprehensive Plan

The Comprehensive Plan contains a land use map that provides the vision of uses and residential intensity. The Comprehensive Plan is an overall guide/roadmap for development within Ormond Beach. The subject property has three land use categories that are defined in the Future Land Use Element as follows:

Open Space/Conservation (OS/C) – 3.2 acres

Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which

consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum FAR: 0.5

Residential, Office, Retail (ROR) – 3.2 acres

Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 15 units per acre.

Maximum FAR: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.

General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. 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: 0.7 (2.0 within the Downtown Community Redevelopment area)

Below is the analysis of maximum development scenarios for residential and commercial uses based upon the approved Comprehensive Plan designations:

EXHIBIT 5: Comprehensive Plan residential and commercial entitlements

Residential Uses						
Land Use Designation	Acres	Land use allowed density	Maximum number of units allowed	Total ITE Trip Generation(1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	15	48	266	12,288	13,488
"General Commercial"	13.22	32	423	2,343	108,288	118,863
TOTALS	19.62	NA	471	2,609	120,576	132,351

Notes:
(1) ITE Trip Generation, #221, Mid-rise multi-family of 5.54 trips per unit
(2) 256 gallons per day per unit

(3) 281 gallons per day per unit

Commercial Uses						
Land Use Designation	Acres	Land use allowed Floor Area Ratio	Maximum building square footage allowed	Total ITE Trip Generation (1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	0.2	27,878	1,052	4,182	3,554
"General Commercial"	13.22	0.7	403,104	15,217	60,466	51,396
TOTALS	19.62	NA	430,983	16,270	64,647	54,950
(1) ITE Trip Generation, #820, Retail of 37.75 trips per 1,000 square feet of gross floor area (2) Building square footage/ 100 X 15 (3) Water generation rate X 85%						

Zoning: The subject property has three (3) existing zoning classifications: (1) Volusia County RC, Resource Corridor, (2) Volusia County A-2, Agriculture, and (3) Ormond Beach B-8. The Volusia County zoning classifications are maintained through the annexation until an Ormond Beach zoning classification is assigned. Based upon the assignment of Ormond Beach land uses, there are certain zoning districts that are compatible with the adopted land uses. If the zoning map amendment to Planned Business Development is denied, city staff would proceed with a zoning map amendment to provide city zoning classifications.

Zoning districts contain three (3) types of uses:

1. Permitted uses: means the specific purposes for which lands or buildings are maintained in accordance with the land use district regulations of this Code. These uses are allowed with no conditions. The Site Plan Review Committee (SPRC) would review and approve permitted uses provided that they meet all regulations of the Land Development Code.

   Conditional uses: means the need for staff approval for a use permitted in a particular zoning district that may be compatible within part of a district but not throughout the district and is permitted only upon successful demonstration by an applicant that the use as proposed on a specific site will comply with all the conditional use criteria and standards for location, design and/or operation. These uses are allowed uses and have conditions within Section 2-57 of the Land Development Code that the use is required to meet. The Site Plan Review Committee (SPRC) would review and approve conditional uses provided that they meet all conditions and regulations of the Land Development Code.

2. Special Exception uses: means a use permitted in a particular zoning district that generally may have an impact that transcends an area, neighborhood, or subdivision. Such use may be compatible within part of a district but not throughout

the district and is permitted only after a public hearing and only upon demonstration by the applicant that the use as proposed on a specific site will comply with all the special use criteria and standards for location, design and/or operation. These uses require public hearing approval and may be appropriate, but there is an additional layer of public hearing reviews. Special Exception uses have conditions within Section 2-57 of the Land Development Code that the use is required to meet.

Tymber Creek Apartments zoning classifications

1. *Volusia County RC, Resource Corridor – corresponding city zoning classification if PBD is not approved– Special Environmental: Acreage = 3.2*

   Section 2-08 of the Land Development Code states the purpose of the Special Environmental zoning district is

   > "To protect persons and private property from the hazards of floodwater inundation and to conserve important natural, ecological, historic, or unique resources for the enjoyment and education of current and future residents, while providing for limited public or commercial outdoor activities and facilities such as equestrian trails, campgrounds, commercial recreation facilities and other centralized outdoor facilities. This classification is primarily intended to be applied to environmentally sensitive lands, public lands, lands held in trust for future open space use or lands held by nonprofit organizations or homeowners' associations and intended for open space uses."

   Zoning Characteristics:

   - No residential density.
   - Permitted uses include: (1) Wildlife Management Area, Fishing and Hunting and (2) Wetland Preservation Area.

2. *Volusia County A-2, Agriculture– corresponding city zoning classification if PBD is not approved – B-1, Professional Office/Hospital: Acreage = 3.2*

Section 2-22 of the Land Development Code states the purpose of the B-1, Professional Office/Hospital 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"

Zoning Characteristics:

- Residential density: 10 units per acre if 2 stories.
- Key Permitted Uses: (1) Business/Professional Office, (2) Financial Institutional, (3) Hospital, (4) Pharmacy, (5) Veterinarian.
- Key Conditional Uses: (1) Dwelling, Multifamily, Personal Services, (2) Restaurants A &B, and (3) Retail Sales and Service.

3. Ormond Beach B-8, Commercial: Acreage = 13.20

Section 2-29 of the Land Development Code states the purpose of the B-8, Commercial zoning district is

> "to provide for the establishment of general commercial activities, other than automotive or heavy commercial uses, on properties that abut arterial roads. Due to the proximity of lands in the district to residential areas, these district regulations are intended to promote the preservation of natural vegetation, increase opportunities for beautification and provide extensive buffering between nonresidential and residential uses not otherwise separated from each other by a collector or arterial road. Multifamily, governmental and institutional uses are also encouraged in such corridors as a relief from extensive strip commercial development, and allowable uses are restricted to those most compatible with residential uses. When used in conjunction with the Planned Business Development District, these regulations are intended to encourage the establishment of totally planned, multiuse, community-level centers having a variety of retail, office, restaurant, recreation and institutional uses."

Zoning Characteristics:

- Residential density: 10 units per acre.
- Key Permitted Uses: (1) Business/Professional Office, (2) Financial Institutional, (3) Retail Sales and Services
- Key Conditional Uses: (1) Convenience Store, Type B & C, (2) Dwelling, Multifamily, Personal Services, (3) Restaurants A, B, and C, (4) Shopping Center

<u>Planned Business Development</u>

The project application seeks to obtain a Planned Business Development zoning designation. 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."

Specific regulations of the Planned Business Development applicable to this application include:

Section 2-36(d)(3) of the Land Development Code:

> (3) *Building height.* Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services.

Section 2-57(22)(c) of the Land Development Code

> No structure shall exceed one hundred eighty feet (180') in length, unless a planned development is obtained

The issuance of the development order has public input including the neighborhood meeting and correspondence received. While the information is oriented towards the actual site development, the information and input are useful for the zoning map amendment. It is important to note that the zoning map amendment does not include the detailed site plans, but instead provides the framework for the issuance of the development order.

Neighborhood meeting:

The project conducted a required neighborhood meeting on June 8, 2022 at the Coquina Presbyterian Church. The project attorney described the project at the neighborhood meeting. Key items discussed were:

1. Access to Tymber Creek Road. The project team described the emergency access onto Tymber Creek Road. There was acknowledgement that individuals from Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot.
2. Traffic. Traffic is heavy in the morning and the project will make it worse.
3. Concerns were expressed about the U-turn movements on West Granada Boulevard.
4. Discussion of the project wetlands and buffers.
5. Based on a question, the project team stated that the project was not low income targeted and was a luxury, market rate apartment complex.
6. Discussion of a right-hand turn lane that was removed by the Florida Department of Transportation at the Indian Springs development.
7. Statement provided: Project should be made smaller. Not appropriate for the west Ormond area.
8. Statement provided: Additional density, beyond 10 units per acre is not appropriate.
9. Statement provided: That the project was not appropriate and that the traffic design was not appropriate.

10. Project team stated that residential uses generate less traffic impacts than commercial uses.
11. Statement provided: Apartments were not wanted at this location and that the project would diminish value of existing homes.
12. Statement provided: The project would create additional crime in area.
13. Question asked regarding Votran bus service. There is no Votran bus service west of I-95 currently.

Correspondence received:

ATTACHMENT 3 includes correspondence received on this application. The correspondence received included the following key points or statements provided below:

1. Traffic
   A. Concern of U-turn movements on West Granada Boulevard.
   B. Traffic is awful/horrendous already.
   C. Right turn into Indian Springs is treacherous.
   D. Negative impacts to intersection of West Granada Boulevard and Tymber Creek Road.
2. Incompatible use
   A. Impact to the existing residents in the area of the planned development.
   B. Will make our community less safe.
   C. We are a single-family community!
   D. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.
3. Density
   A. Density should be maintained at 10 units per acre.
   B. If the Land Development Code allows 164 units now, then why would an increase be of any value to the residents of Ormond Beach.
4. Overdevelopment
   A. Horrible location planning for apartments.
   B. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.
5. Site design
   A. Desire of a masonry wall along the Indian Springs property line.
   B. The project team should show the building locations and height.
   C. Configuration/location of the buildings – specifically building 8.
6. Quality of Life
   A. Only single-family residential has been approved west of I-95.

B. Longtime residents of upscale communities deserve better consideration.

C. The area is already overbuilt and this will do nothing to help the situation.

D. Future management of complex.

Indian Springs meetings

City staff met with residents of Indian Springs which led to two meetings with the project team and the residents. Residents of Indian Springs presented concerns and comments on the project at an initial meeting on August 15, 2022 and a follow-up meeting on November 16, 2022. Specific items discussed included:

1. The location and height of a buffer wall. Several options were considered and at the meeting on November 16, 2022 the wall was requested to be extended an additional 100 feet to the south which was added to the current site plan.
2. The project team had the locations of buildings 8 and 9 marked. On November 16, 2022, the residents of Indian Springs, the project team, and city staff walked the site area of buildings 8 and 9. The project team provided a pole that showed the heights of the building. The project team provided revised building elevations to reduce the overall building height from 45' to 39'3".
3. Based upon these meetings, the project team added an additional planting of 46 red cedars, 10 feet in height at planting, along the property line interface of Indian Springs.
4. The project developer and the property owner of the Indian Springs house abutting the Tymber Creek Apartments property line discussed the concept of adding plantings around the screen enclosure on the Indian Springs property owner's lot as another layer of buffering.

On November 26, 2022, a letter (ATTACHMENT 3) from the Indian Springs Homeowner's Association was received that requested:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to Indian Springs HOA.
2. The Residential Block Retaining Wall on north west side of subject property:
   a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
   b. Be a minimum of 10' tall.

SECTION 4, CRITERIA FOR APPROVAL: There are certain criteria that must be evaluated before a Planned Business Development amendment can be approved. **It is important to note that this item is solely for the zoning map amendment and not the detailed site plan development order**. According to Chapter 1, Article I, Section 1-15. C.3 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 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 Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial 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.

2. The proposed development is consistent with the Comprehensive Plan.

The subject property has three (3) land use designations: (1) "OpenSpace/Conservation", (2) "Residential/Office/Retail", and (3) "General Commercial". The location is appropriate for commercial uses and is consistent with the Comprehensive Plan. The land use designations and allowable density and intensity was discussed in the analysis section of the report. The Comprehensive Plan contains the following Goals, Objectives and Polices related to the zoning map amendment:

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.

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 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

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.

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.

The zoning map amendment is consistent with the Comprehensive Plan.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The zoning action 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 uses consistent with the land use designation.

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.

6. **Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe. This finding shall be based on a traffic report where available, prepared by a qualified traffic consultant, engineer or planner which details the anticipated or projected effect of the project on adjacent roads and the impact on public safety.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. Detail traffic studies are provided with the issuance of the development order item.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The functional use of space would be reviewed as part of the development order agenda item.

8. **The proposed development provides for the safety of occupants and visitors.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the safety of occupants and visitors.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The zoning map amendment establishes the framework for the development order (next agenda item) that details the specific development approval. The site plan (development order item) would review the use of materials and architectural features.

10. **The testimony provided at public hearings**.

    There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

Section 1-18.E.3 of the Land Development Code states that the City Commission shall consider rezonings based on the consistency with the Comprehensive Plan. The zoning map amendment is consistent based upon the following points:

- The impacts on facilities and services will not increase as a result of the requested zoning amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to 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 "Commercial".

SECTION 5, RECOMMENDATION: This agenda item seeks to allow a zoning map amendment to 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 19.62± acre property from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development. The project is tentatively scheduled for the City Commission on January 24, 2023 (first reading) and if approved on first reading, the second reading will be on February 7, 2023 (final reading).

This agenda item is related to the issuance of a development order. If there is a desire to approve or approve with conditions the issuance of a development order, then the zoning map amendment should be approved. If there is a desire to deny the issuance of a development order, then the zoning map amendment should be denied.

Attachments:

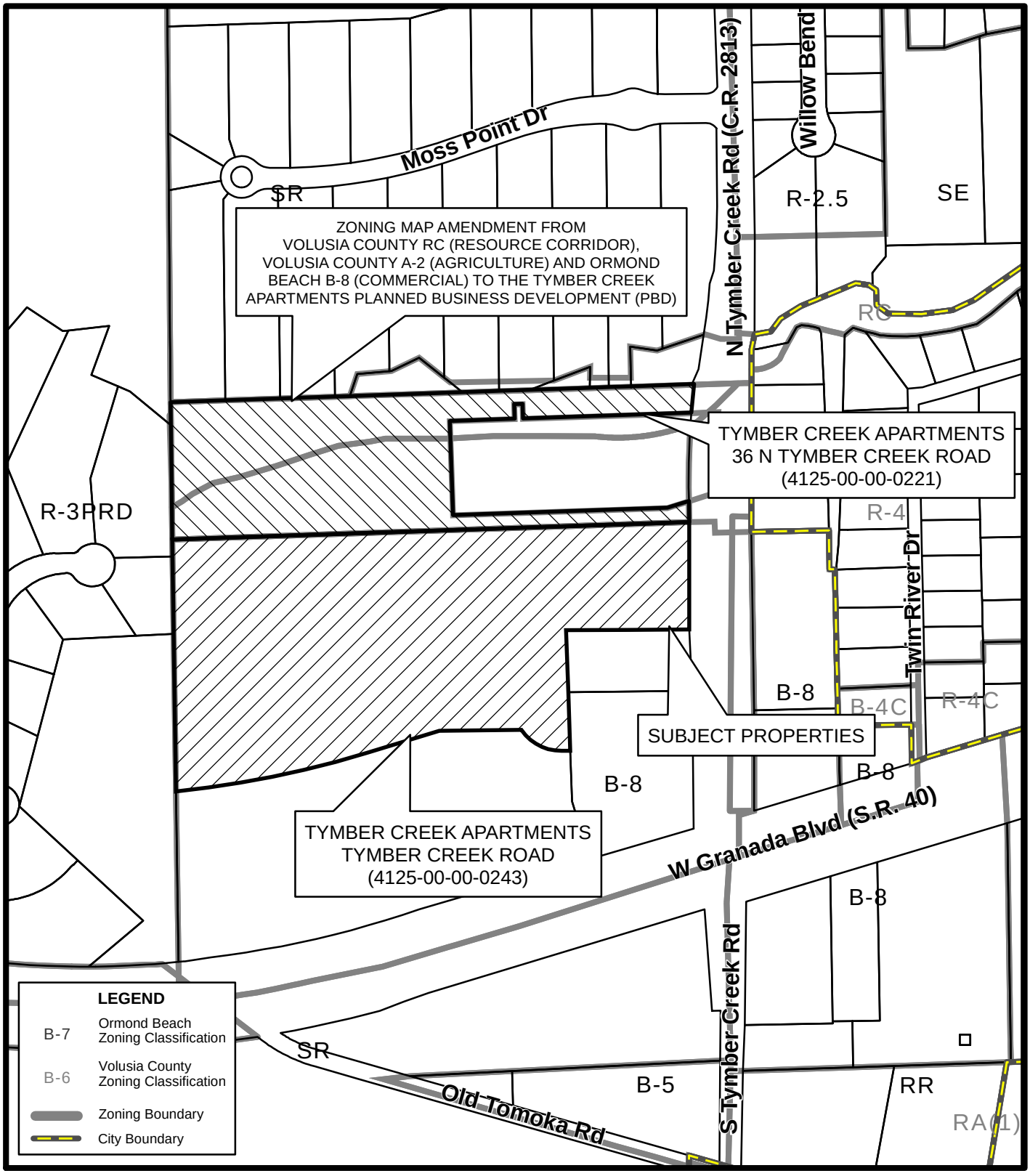
Attachment 1: Zoning map

Attachment 2: Location, aerial, land use maps

Attachment 3: Correspondence

ATTACHMENT 1

Zoning map



ZONING MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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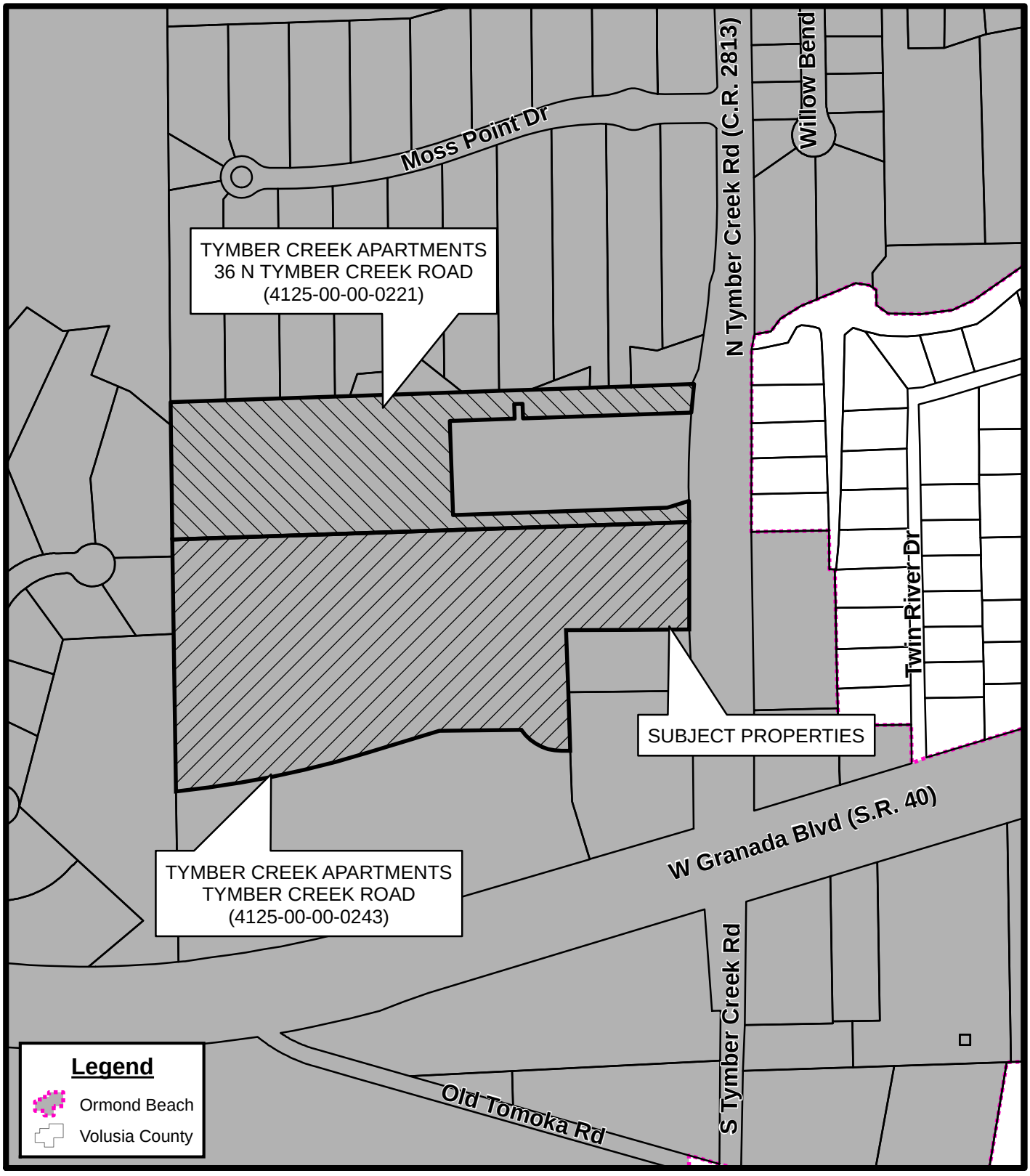
ATTACHMENT 2

Location, aerial, land use maps



LOCATION MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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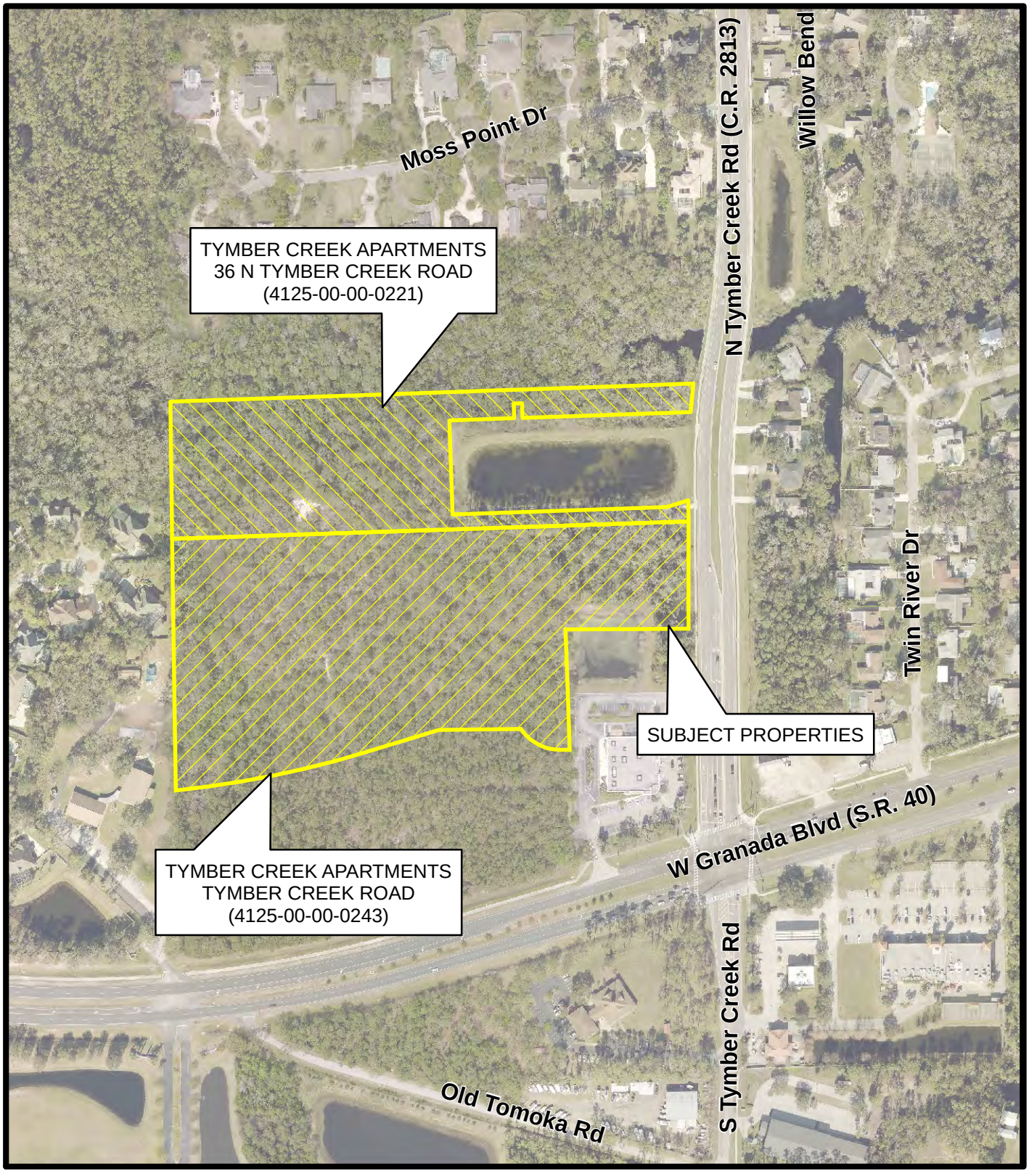

AERIAL MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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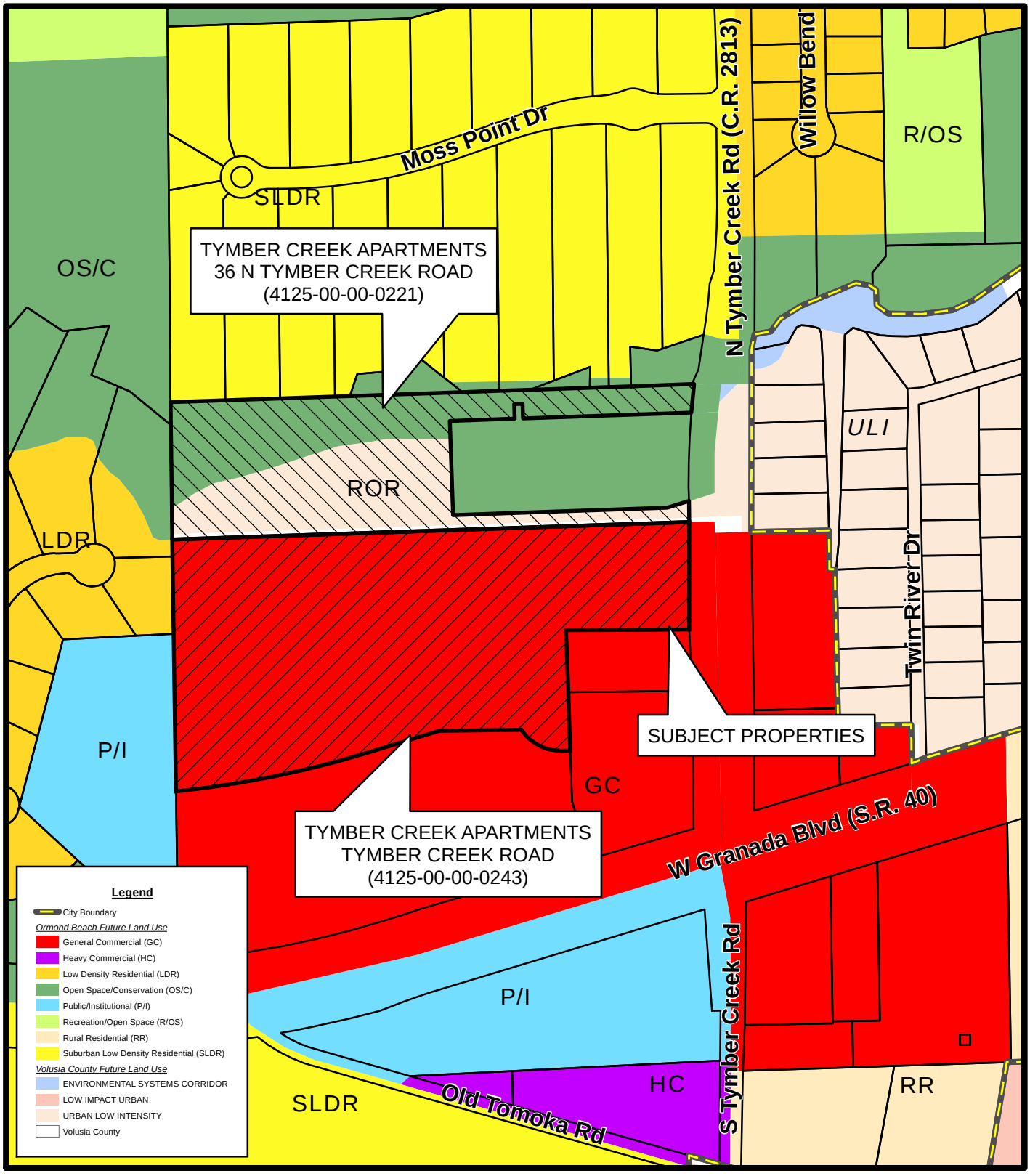

FUTURE LAND USE MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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ATTACHMENT 3

Project Correspondence

From:	Gary Von Glinow
To:	Spraker, Steven
Cc:	mimivon@aol.com
Subject:	Additional emails to be provided to the December 8 Planning Board from Gary Von Glinow
Date:	Sunday, November 27, 2022 5:46:55 PM
Attachments:	Emails to be provided to Planning Board members_20221127173832.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon, Steven,

Attached is a file with 13 additional emails (from me or to me) that I have chosen to accompany this cover email for distribution to the Planning Board members for the December 8 meeting. This array of emails is balanced in that some include high praise for Garrison and his team, but all praise is contingent on "proving" that solutions proposed by Garrison are included in the final site plan and can be field tested by markings in the forest. Of course, it was: a.) the temporal nature of the markings; b.) the insufficient mitigation of Buildings 8 and 9's impact on our house; and c.) the still undelivered, as promised, computer-generated, digital sight lines from my house to Buildings 8 and 9, that gave rise to our HOA request for removal of Buildings 8 and 9.

Steven, thank you once again for providing us with an understanding of the City's review and approval process for the Tymber Creek Apartments.

Sent from the all new AOL app for iOS

Subject Re: Tymber Creek Apartments

From Gary Von Glinow <gvg50@aol.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, mark.watts@cobbcole.com <mark.watts@cobbcole.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Steven Spraker <steven.spraker@ormondbeach.org>, Michael Gentry <mgentry408@gmail.com>, Steve Curtis <steve.curtis@safstor.com>, Troy Railsback <troyrailsback@yahoo.com>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Sep 26 at 2:04 PM

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

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Subject Re: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 11:53 AM

Jonathan,

I would like to add my request that the apartment road be marked behind 40 Indian Springs Drive and 39 Indian Springs Drive. Also, I am also still hopeful that the actual elevation of the buildings behind 40 and 39 Indian Springs Drive can be marked.

I also ask if Garrison has an estimate of the expected decibel level of auto, truck and motorcycle noise emanating from the apartment roadway.

Thank you to you and Garrison in advance for your consideration.

Gary Von Glinow
39 Indian Springs Drive

Sent from the all new AOL app for iOS

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Subject RE: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 12:29 PM

Gary,
Marking the road off the building corners with spray paint shouldn't be a problem at all. It should give a good sense on how the road will layout. For the building elevations, we plan to bring a pole extender and extend it up to the height of each building onsite with everyone.

For the average decibel levels, you can expect 45 decibels for the indoor areas and less than 55 decibels for the outdoor areas.

Please let us know if you need any additional information here.

Thanks,
Jonathon Schrader

TELLUS
PARTNERS
REAL ESTATE DEVELOPMENT & INVESTMENT

4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
d: 404.877.2984 | f: 404.393.5439
JSchrader@tellus-partners.com | www.tellus-partners.com

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Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Nov 3 at 12:56 PM

Good morning,

Yesterday, I spent 30-45 minutes exploring the The Tymber Creek Apartments site. I observed the following:

- Three 3-foot high wood stakes with orange ribbons: one with "Building 8" printed on the stake, one with "Building 9" printed on the stake, and one with no printed information on the stake; and

- Fresh orange, yellow and blue/white striped ribbons tied to trees.

What I did not observe is:

- any markings for the apartment road; and

- any poles marking building heights.

Garrison, is the above consistent with the scope of work you requested of the surveyors and the invoice you received from them? It is certainly possible that I inadvertently missed seeing other markings that I was expecting.

Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

Gary Von Glinow

Sent from the all new AOL app for iOS

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Subject RE: Tymber Creek follow-up site visit

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 1:57 PM

Hi Gary.
The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.

This meeting will allow everyone to develop a complete understanding of the project's impact.

Thank you,
Jonathon Schrader

TELLUS
PARTNERS
REAL ESTATE DEVELOPMENT & INVESTMENT

4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
d: 404.877.2984 | f: 404.393.5439
JSchrader@tellus-partners.com | www.tellus-partners.com

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30803.pdf

Subject RE: Tymber Creek follow-up site visit

From Garrison McMillan <gmcmillan@tellus-partners.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 2:28 PM

Gary – to Jonathon's point I think we can demonstrate where the road will be, & which trees are staying, and which aren't. We can do this in the field with marking paint. My plan is to come down prior to the meeting and measure off from the corners of the buildings with a pull tape and scaling off the plans from the staked surveyed corners we can show approximately where the road (parking lot drive) & privacy wall along that West boundary is located with marking paint. Everything to the west of the barrier wall is non-disturb area, therefore ALL of that said vegetation will stay so I don't think re-taping trees is necessary. I hope that will visually answer your last request.

Garrison McMillan
404.798.5974
www.tellus-partners.com

View more

Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 4 at 12:08 PM

Thank you, Jonathan. I look forward to meeting with you next week.

Also let me know if I can be of help to you and Garrison next week. I have a lawn tractor with a trailer that can help transport things to the opening in the fence behind our house and access to the forest and Apartment site.

Gary Von Glinow
847-624-0619

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 1:57 PM, Jonathon Schrader <Jschrader@tellus-partners.com> wrote:

> Hi Gary.
> The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.
>
> This meeting will allow everyone to develop a complete understanding of the project's impact.
>
> Thank you,
> Jonathon Schrader
>
> TELLUS PARTNERS
> REAL ESTATE DEVELOPMENT & INVESTMENT
>
> 4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
> d: 404.877.2984 | f: 404.393.5439
> JSchrader@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>

Sent: Thursday, November 3, 2022 12:56 PM
To: Regina Epple <Regina.Epple@cobbcole.com>; mgentry408@gmail.com; Garrison McMillan <gmcmillan@tellus-partners.com>; steve.curtis@safstor.com; troyrailsback@yahoo.com; Harry Newkirk <harry@newkirk-engineering.com>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Jonathon Schrader <Jschrader@tellus-partners.com>
Subject: Re: Tymber Creek follow-up site visit

Good morning,

Yesterday, I spent 30-45 minutes exploring the The Tymber Creek Apartments site. I observed the following:

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Garrison, is the above consistent with the scope of work you requested of the surveyors and the invoice you received from them? It is certainly possible that I inadvertently missed seeing other markings that I was expecting.

Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

Gary Von Glinow

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 9:53 AM, Regina Epple <Regina.Epple@cobbcole.com> wrote:

> Good morning All,
>
> Mark Watts would like to set a date to set a follow-up site visit. Below is his availability next week:
>
> - Wednesday 11/9 – 10:00, 11:00, 1:00 or 2:00
> - Thursday 11/10 – 1:00, 2:00 or 2:30
>
> Please let me know if any of these work for you.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple

Legal Assistant

Cobb Cole DeLand
231 N. Woodland Blvd.

DeLand, FL 32720

(D) 386-736-7700 (F) 386-785-1549

Website

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Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

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Subject RE: Tymber Creek follow-up site visit

From Harry Newkirk <harry@newkirk-engineering.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:49 PM

Garrison,

I'm available the following times next week for Monday and Tuesday.

Monday afternoon (1 pm – 5 pm)
Tuesday 9 am to 2:00 pm

Harry Newkirk, PE #62971
President of Newkirk Engineering, Inc.

1230 N US Highway 1, Suite 3
Ormond Beach, FL 32174
Phone: (386) 872-7794
Cell: (386) 290-7599

View more

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

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Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: mgentry408@gmail.com <mgentry408@gmail.com>, 'Garrison McMillan' <gmcmillan@tellus-partners.com>, 'Gary Von Glinow' <gvg50@aol.com>, 'Jonathon Schrader' <Jschrader@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Cc: Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 4:32 PM

All,

I believe Michael's email is the last that I've received. There was several overlapping, so I wanted to clarify on the dates for the reschedule. Here is what I received:

Michael Gentry – Tuesday at 2:00 or Wed. at 10:00 or 2:00
Steve Curtis – Monday after 1:30 or Tuesday
Gary Von Glinow – Monday or Tuesday

Mark Watt has changed since I sent my email earlier today. Unfortunately, he is now only available Wednesday at 10:00.

Please let me know if this would work for you.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

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From:	Troy Railsback
To:	Spraker, Steven
Cc:	Michael Gentry; Steve Curtis; Gary Von Glinow
Subject:	Letter from IS HOA to City re Tymber Creek Apartments
Date:	Saturday, November 26, 2022 10:14:50 PM
Attachments:	Letter from IS HOA to City re Tymber Creek Apartments.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steven,
Hope all is well. The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) respectfully submits the attached letter for Planning Board and City Commission review/action when considering the Tymber Creek Apartments Planned Development and Rezone submittal.

Please confirm receipt and that it will be part of the review documentation/packet(s).

Thank you sir!

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

Indian Springs of Ormond Homeowners' Association, Inc.

27 Indian Springs Drive | Ormond Beach, FL 32137

November 26, 2022

Planning Department
Attn: Steven Spraker, AICP
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tymber Creek Apartments (PZ-22-008)

Dear. Mr. Spraker,
As you are aware, The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) is immediately adjacent to the northern west side of the subject property that is being considered for a Planned Development and Rezoning to significantly increase allowable density on that parcel.

The IS HOA is respectfully submitting the below requests to the Planning Board and City Commission as requirements should the project be considered for approval:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to IS HOA.
2. The Residential Block Retaining Wall on northern west side of subject property:
    a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
    b. Be a minimum of 10' tall.

The IS HOA would like to state and document their lack of support for the required traffic adjustments to State Road 40 (SR 40), as required by FDOT, due to significant safety concerns.

The IS HOA appreciates the opportunity to provide this input and is confident that the Planning Board and City Commission will incorporate the above adjustments to the Planned Development when considering such a significant change in density. Please do not hesitate to contact me with any further clarification or information regarding these requests.

Sincerely,

Troy Railsback
Board President/Secretary
Indian Springs of Ormond Homeowners' Association, Inc.

From: Steve Curtis
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Saturday, November 26, 2022 8:33:40 AM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steven,

I do support the position of the Indian Springs Homeowner Association as provided via separate correspondence. Regardless, I'm reaching out personally as a Citizen of Ormond Beach and Indian Springs homeowner. After the first public meeting, a group of residents met with Jaffee Corp., at Indian Springs (IS), and requested the developer modify the site plan geometry to increase the apartment building separation from IS in the NW corner of the project. Jaffee Corp. did nothing. Since that time, and on a couple of occasions, the current Developer met with IS residents to further address homeowner concerns. Although the developer made good faith efforts to alleviate the concerns, the reality is that the apartment buildings are separated from the IS boundary by less than the width of a typical IS lot. Aside from separation, my concerns are:

- Building scale relative to IS
- Multiple balconies facing the back of resident's homes
- Building and site lighting bleed into the neighborhood
- Traffic and apartment resident noise
- Vehicle headlights beaming into homes

Although the Traffic Study does contemplate the following movements and the project has FDOT approval, of additional safety concern is that 100% of the proposed apartment traffic will exit on West Bound SR40 creating a U-Turn condition for eastbound apartment traffic at either the Riverbend roadway cut, or, if the Riverbend cut is backed-up, at the next available option which is immediately West of IS. Notwithstanding, with no deceleration lanes, making a right turn into Indian Springs or IL Villaggio is challenging. Speeding SR40 westbound traffic requires relief in the south lane to avoid our right turn movements. Additional south lane congestion created by these U-Turn movements across from the subdivision entrance is dangerous. As a practical matter, the distance from the apartment exit on SR40 to the beginning radius of the deceleration lane into Riverbend is less than 150 feet, not a lot of distance to navigate across 2 lanes of traffic to a backed-up deceleration lane. This condition will only worsen as Riverbend expands.

I respectfully offer the foregoing for consideration as you contemplate approval of the Tymber Creek Apartment project.

Steve Curtis

From: mwill9274@aol.com
To: Spraker, Steven
Subject: Proposed Apartment Development at Tymber Creek Road and Granada Blvd.
Date: Tuesday, November 22, 2022 3:54:16 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear City of Ormond Beach Planning Department,

I'm writing this email to document my concern and objection to increasing the existing unit per acre guidelines concerning the proposed Apartment Development project located at the corner of Tymber Creek Road and Granada Blvd. in Ormond Beach. My family and I have lived in the Moss Point Drive subdivision off Tymber Creek Road for approximately 13 years, and some of the things we value the most living in this small development is the privacy it offers and the preservation of the surrounding natural habitat. The natural beauty, flora and fauna of the strip of land bordered by Tymber Creek and Granada Blvd. should be preserved and protected, with managed development consistent with the preexisting neighborhoods off Tymber Creek Road.

Over the years we have seen how growth and development along Airport Road to the north of us has impacted the traffic along Tymber Creek Road. As traffic and congestion escalates at the Tymber Creek Road and Granada intersection, the difficulty driving out of Moss Point increases and the safety decreases in the area. This is especially evident in the mornings during the work week, where it can be quite hazardous pulling out of Moss Point and crossing Tymber Creek Road to head north, or even just pulling onto Tymber Creek Road heading south during the 7 am to 9 am rush hour time period. The risk is compounded by the increase in number of cars over the years attempting to make a U-turn on Tymber Creek Road at the Moss Point turn lane, intending to pull into the Walgreens parking lot. Making matters worse, it is very common during morning rush hour to see traffic backed up well beyond the eastbound turn lanes along southbound Tymber Creek Road at the intersection with Granada Blvd. To increase the number of units per acre at the Tymber Creek Apartment project would only put more cars and pedestrians on the road, exacerbating the congestion and safety issues in the area.

In conclusion, we have enjoyed living in this area and the quality of life it affords us. Amending current guidelines pertaining to the number of units permitted to be built on this small tract of land will proportionally and dramatically increase the population and number of cars in the area, negatively impacting the quality of life for the homeowners living in the existing subdivisions off Tymber Creek Road. Please do not increase the units per acre ordnance that is currently in place to manage our growth properly.
Thank you,
Mike Willard
Moss Point Drive

From: Mike Lambert
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Monday, November 14, 2022 7:05:07 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Planning Department Ormond Beach:
We have lived at 20 Moss Point Drive since the Development sold lots and houses built, going on 33 years. We purchased and built because of the development's uniqueness, privacy, and roaming wildlife. We bought and built because of the zoning and restrictions on the surrounding properties. We have just completed an election cycle during which those seeking our vote assured us that beauty of our city would be preserved. That development would be managed and controlled. We look now for those words not to become hallow or manicured but upheld.
I am a resident of this area for 73 years , having been born at Halifax Hospital , raised near Our Lady of Lourdes Church and school, which I attended, then Father Lopez High School, then out of state for college and law school, knowing I would always return "home".
When the Jaffee group held the property, they sought to, and succeeded at, annexing a connected piece of property into the city. Later, we met with many of the city commissioners, showed them our neighborhood and walked to the project, pointing out our concerns. Instead of meeting with us, the mayor suggested that we meet directly with the attorney for, and a representative of, the proposed project. Dr. and Maureen Weiss graciously opened their home for the meeting. Concessions were pitched back and forth, each side conceding, compromising. Though we all left with the belief the project would go forward, with the concessions each pledged- to be put in writing once they got to presenting the project to the mayor and commissioners.
Waiting for the final project to be presented, we learned that the property had been sold, from the local consortium to an out of state group. Next, we were notified that the new group would be seeking the city grant an expansion from the original 10 unit per acre allowance to18 units per acre.
As a native of this area, I am horrified driving down N Clyde Morris Blvd. from Granada into Daytona. Worse is Williamson from Granada to Mason Avenue. No doubt these never-ending apartment complexes generate increased revenue for each's respective cities or the county. But at what cost? I have not spoken with one person who believes they aesthetically add to the community. I fear our elected public servants look at the tax base revenue generator and succumb, rarely foreseeing or admitting the loss, the strain on water supply, the increased traffic congestion, let alone "preserving our community".
Moss Point still has many of the original land purchasers who built their dream home at their dream location, based upon an original pledge that the surrounding areas were restricted to certain growth.
Sometimes I get concerned, as the farthest west developments that will be severely impacted by any extension of this project, we are out of sight, out of mind!
Those of us who remain in these exterior developments have demonstrated we are here for the long haul and because our land, with its attributes of peace, tranquility, and an abundance of wildlife I now get to show my grandchildren, having done the same with their now mom and dads, deeply means something to us.

Respectfully , Michael Lambert
20 Moss Point Drive
Ormond Beach, Fl.

From: richard weiss
To: Spraker, Steven
Subject: TYMBER CREEK APARTMENTS
Date: Sunday, November 13, 2022 1:49:26 PM
Attachments: letter concerning Tymber Creek.docx

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am enclosing the letter that I want to share with the Planning Committee. Thank you for your help and please let me know that you have received this email and it can be shared as is.
Sincerely,
Richard Weiss, MD

From Richard Weiss, MD
12 Moss Point Drive, Ormond Beach, Florida 11/13/2022

To Planning Department Ormond Beach
Concerning Tymber Creek Apartments

This letter is written regarding the request to expand the Tymber Creek apartment project from 10 units per acre to 18 units per acre allowing for an 80 % increase in the population density as well as allowing for a similar increase in the total number of residents. The builder is entitled to build 10 units per acre as the land was zoned for this number. Building more than this would require an exception to the current zoning and will result in a major impact on the residents of this area. It is the ***exception*** we object to. The reasons are the following:

1: I am a hematologist and oncologist who has practiced for 37 years in this area. Our emergency rooms are filled, hospital beds are not always available and access to physicians in a timely manner is increasingly difficult. This is not just an inconvenience but can potentially be life threatening. You need to make sure that the growth in the population is accompanied by a commensurate growth in the medical community as well. Please do not increase the number of residents in the area without an adequate infrastructure as it is not safe.

2: Most of us moved here to live in a small community and avoid the high population densities of the larger cities. Bringing in large numbers of new residents in Ormond Beach will undermine this and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space. Allowing this to happen is not planning but acquiescence. Please help find a happy medium.

3: The animals: they cannot speak for themselves, yet they gift us their presence. I do not see deer, turkey, turtles and the myriad of other species in our large cities. Let us avoid this becoming our legacy.

If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

Thanks for listening and sincerely,

Richard Weiss

From: John Dietz
To: Spraker, Steven
Cc: Dietz Cheryl
Subject: Opposition to Proposed Tymber Creek Apartment Project
Date: Sunday, November 13, 2022 11:54:30 AM

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Good morning Mr. Spraker,

The purpose of this letter is to express our concern and opposition to the proposed Apartment Development project at the NW corner of Tymber Creek and Granada Blvd. in Ormond Beach, Fl.

As longtime residents of Ormond Beach, living in the Moss Point SubDivision, we have enjoyed a very nice quality of life including privacy, reasonable traffic, safety and abundant wildlife in our surrounding acreages. Additionally, we have benefitted from the local commerce and controlled / managed growth that has occurred during the last 10+ years.

We are not against managed growth! **We are are very concerned that there is consideration to raise the existing unit per acre guidelines** and potentially grant exemptions to the developer. The developers in Ormond Beach and nearby Daytona have a right to build within existing guidelines, and they are currently adding thousands of units in the surrounding area. Please don't increase the number of Units per acre allowed.

To increase the number of units per acre at the Tymber Creek Apartment project would be in direct conflict with the controlled / managed growth program that has been successfully in place for years. Although there are many negatives to increasing the units per acre we will just cite one, **traffic flow and safety near the Tymber Creek and Granada intersection, and subsequent eastbound Granada traffic congestion.**

This is already a known problem during rush hours, particularly in the mornings. It is difficult to drive out of our housing development onto Tymber Creek southbound in the mornings because traffic is frequently backed up from Granada northward all of the way to the lights at the entrance to Break Away Trails. Frequently southbound cars on Tymber Creek that want to turn left onto Granada and head eastbound are instead driving through the intersection and cutting through the neighboring strip mall and skipping the Tymber Creek turn lane altogether! What would several hundred additional cars do to this already congested intersection?

We have pictures of the traffic backed up to the Break Away trails intersection that we will be glad to share with you. Please do not increase the 'units per acre ordnance' that currently is in place to manage our growth properly.

Kind regards, John and Cheryl Dietz

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent time: 11/09/2022 01:28:21 PM
To: Spraker, Steven
Cc: Persis, Susan
Subject: Tymber Creek Apartments SPRC Comment

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Please include these in the Planning Board packet:

This project is not compatible with the neighboring subdivisions.

The land development code allows for only 164 units, and any increase in density will be detrimental to the quality-of-life for the surrounding area's residents.

The traffic issue will become horrendous with people racing through the Walgreen's parking lot, making U-Turns in all directions on Granada Blvd., especially with the heavy school traffic in this area (from Riverbend, Calvary, Pathways, Pine Trails).

With the creeks and rivers, flooding concerns also remain an issue for this area.

This is not the right project for this area. We ask that it be rejected.

Ken and Julie Sipes

From:	Deb W <debweinbergfl@gmail.com>
Sent time:	11/07/2022 04:36:36 PM
To:	Spraker, Steven
Subject:	RE: Tymber Creek Apartments (PZ-22-008) - Include in Submission

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Dear Planning Board Members:
We are writing as we will be out of town on 12/8/22 when this meeting will take place.

We are asking the OB Planning Board members to deny this apartment project in its current form. Before granting variances to a developer please remember the current residents who live in the area and how this will affect their lives. Evaluate all new projects to ensure our last remaining green spaces are not over built, our roads & schools are not overloaded, and that infrastructure is in place before allowing a project to begin.

As you are all aware the traffic @ Tymber Creek and Granada is already problematic during school and rush hours. There are multiple new approved housing projects that will use this road. Many are ongoing and some (Marshside) have not started & are not part of the Traffic study (and will not be for years.) Aside from the traffic, the wear & tear on our roads, schools, water usage, flooding & the many issues that result in a project of this scale being built on this lot.

Adjacent to Ormond are thousands of new apartments that have been built. Large apartment complexes on Williamson, LPGA, Clyde Morris. All indirectly putting pressure on the resources that we who live in Ormond Beach are affected by daily.

We understand the need to allow new projects, but this is the type of project that should NOT be approved. This land should be bought back by either Ormond Beach or the State of Florida.
In our opinion, in order for Ormond beach to continue to be a desirable place to live not every project needs to be approved or every piece of land be developed. An Apartment complex of this size in this location does not benefit any resident that currently lives in this area.

Please take these concerns in your decision before you allow this project to move forward.
Please ask yourselves this simple question: Will this project enhance the quality of life for existing residents?

Debra & Matt Weinberg
2341 Lipizzan Trail
Ormond Beach
386-405-0866

Received 11.07.2022 – From Ron Hoopper

Planning Board

Tymber Creek Apartments

The property now is zoned for 164 units per acre. The density of which should not be increased.

What is best for residences of Ormond Beach especially West of I-95?

If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.

The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.

This area on the north side of Rt.40 and west along nearby Tymber Creek Rd. have defined established neighborhoods. Residence bought their homes knowing of the present zoning of the property in question. They did not expect that a developer would ever want to increase the density more than doubled the allowed units.

Although these apartments have been referred to by the developer as "luxury apartments", they are no difference then any of the apartments that have been going up in Daytona Beach near Ormond. You can put lipstick on a pig, it's still a pig.

Ingress and egress for the proposed apartments are the same for Walgreen's, off of Rt 40. When people leave this area, they go west onto Rt 40 then, if they need to go into Ormond Beach/I-95 they must make a U turn on Rt 40 approx. 1/10th of a mile from Walgreens. The U turn is in front of Riverbend Academy which has approximately 310 students from preschool to 12th grade. With the continuing

increase in traffic now and especially future traffic from Avalon Park, it makes no sense to approve greater density in this area and create more traffic congestion.

There are traffic issues from Tymber Creek Rd to I-95. Study By FDOT recognized another needed traffic light.

The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost.

Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.

Obviously, the design shown on the site plan leaves little distance between 3 story unit buildings and Indian Springs community.

I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Lauren Campbell <laurann06@gmail.com>
Sent time:	11/07/2022 11:40:58 PM
To:	Spraker, Steven
Subject:	IMPORTANT- Quality of life in Ormond Beach

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Mr. Spraker,

I ask you to take this email seriously. As I am not the only person with the same concern. Ormond Beach cannot handle anymore traffic or people moving in. We need to keep our community "Ormond Beach" not a destination for people moving from other states. It is with great concern that I write to you because, as a native, I've seen so much change within the last 20 year.s And I have 35 years within this beautiful place. Granada cannot handle the traffic. Please stop with more apartments. Keep our wetlands and wild animals safe from new construction. WHERE ARE THE ANIMALS SUPPOSED TO LIVE? Growing the town larger will not do us justice, nor the animals, and the population will turn into a mini Miami. Or worse, a Daytona Beach city corner.

My true message is as follows. PLEASE CONSIDER THIS AS A GREAT CONCERN TO ALL ORMOND BEACH RESIDENCE!

My most sincere gratitude,

Lauren Campbell
29 Oak Ave, Ormond Beach

Planning Board Tymber Creek Apartments The property now is zoned for 164 units per acre. The density of which should not be increased.
What is best for residences of Ormond Beach especially West of I-95? If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.
The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.
This area on the north side of Rt.40 and west along nearby Tymber Creek Rd. have defined established neighborhoods. Residence bought their homes knowing of the present zoning of the property in question. They did not expect that a developer would ever want to increase the density more than doubled the allowed units. Although these apartments have been referred to by the developer as "luxury apartments", they are no difference then any of the apartments that have been going up in Daytona Beach near Ormond. You can put lipstick on a pig, it's still a pig.
Ingress and egress for the proposed apartments are the same for Walgreen's, off of Rt 40. When people leave this area, they go west onto Rt 40 then, if they need to go into Ormond Beach/I-95 they must make a U turn on Rt 40 approx. 1/10th of a mile from Walgreens. The U turn is in front of Riverbend Academy which has approximately 310 students from preschool to 12th grade. With the continuing increase in traffic now and especially future traffic from Avalon Park, it makes no sense to approve greater density in this area and create more traffic congestion. There are traffic issues from Tymber Creek Rd to I-95. Study By FDOT

recognized another needed traffic light.
The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost. Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.
Obviously, the design shown on the site plan leaves little distance between 3 story unit buildings and Indian Springs community.
I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Renata Rosander <realtorrenata1@gmail.com>
Sent time:	11/03/2022 01:44:01 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartments

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Dear Planning Board & City of Ormond Beach:

Please please please do not allow these apartment buildings in our backyard. We are homeowners in Tymber Crossings and our quality of life is already taxed with all the development in Hunters Ridge. Now City Council approved nother 129 homes on Airport Road and Tymber Creek. If anyone on the planning board lives off Tymber Creek road you would see that it takes 30 min to go 2 miles to get to 95 in the morning. There is just no way the intersection of Granada and Tymber Creek can safely handle more traffic. We all bought west of 95 purposely to stay away from rental apartments.

Here are some of the issues

1. Building on the wetlands (yes the out of town developers mitigated the wetlands), right on the little tomoka river, we just had significant flooding, not to mention the chemical runoff from the landscaping straight into the river. Keep those wetlands clear to protect our homes from flooding, wildlife and water quality.
2. Horrible location planning for apartments. They are proposing the apartments share an exit with Walgreens. The renters will need to go west on Granada and make a U-Turn right at the Riverbend church/school exit (which is busy in the mornings), in order to access 95, town and shopping. There will be accidents as approximately 800 cars will be making U-Turns in the morning right where the school's exit is with hundreds of cars as well. Sunday is also extremely busy for Riverbend Church exit.
3. The people in the apartments will naturally become frustrated waiting to cross Granada to make a U-Turn on their way to work and will cut through the Walgreens parking lot to use Tymber Creek to turn left. This will make road rage as residents off Tymber Creek road that back up waiting 20 min + to make that turn will not want to let people cut in from the Walgreens parking lot. It just makes for an angry start to the day and an unhappy community all around.
4. We are a Single Family Home community! Our area is already stressed and there are more single family homes already approved (Tattersall/Avalon/HuntersRidge) that will significantly strain our clean water availability and the Traffic will be horrendous. We do not need or want apartments!

As a Realtor, I understand the owners from St Augustines have rights but not for apartments. Please do not approve this! If they want to use the land for a strip mall/businesses that makes a little more sense as long as it's not on wetlands and a much smaller footprint. Along the river there should be protected.. Our property taxes just went up and now developers want to also take away our quality of life and create guaranteed dangerous driving for all of us including the prospective tenants. Leave the apartments west of 95. I'm on our HOA board and neighbors are seriously discussing moving as a result of the apartment buildings. Look at Port Orange as an example and trust your gut and please vote no.

Thank you,

Renata Rosander and Geraldine DiRodio
Realty Pros Assured
Mobile:386-316-8041
https://www.renataongranada.com/

From:	Kelly Filasky <homedrawsplus@yahoo.com>
Sent time:	11/02/2022 02:24:37 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apts

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Hello Mr. Spraker,
I am writing in regards to the proposed apartments off 40 and Tymber creek road. I am resident of Tymber Creek and find the traffic Already horrible. I cannot fathom what this road will look like when more apartments go in. Sometimes (no kidding) it has taken me 15 minutes just to go 2 miles during school hours. I would like to voice my concern and ask that this complex be axed. I feel like I have been hearing about these apartments for years now?
Thanks for listening,
Kelly Filasky
Sent from Mail for Windows

From: mary newsome <bloodymaryjn@yahoo.com>
Sent time: 11/02/2022 11:27:53 AM
To: Spraker, Steven
Subject: Tymber creek apartments

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I am a definately NO vote on this. Our traffic is already horrendous Can’t see 600 more cars getting in the mix (assuming 300 units with 2 cars each) Can’t they build north off US 1?

Sent from Yahoo Mail for iPhone

From: Troy Railsback <troyrailsback@yahoo.com>
Sent time: 10/02/2022 09:57:47 PM
To: mark.watts@cobbcole.com; Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Gary Von Glinow <gvg50@aol.com>
Cc: Spraker, Steven; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Jonathon Schrader <jschrader@tellus-partners.com>
Subject: Re: Tymber Creek Apartments

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Michael,
Thank you for passing along the information and keeping the group input/feedback/responses regarding Indian Springs HOA and more specifically a few of our Indian Springs Property Owners who will be adjacent to the development.

Garrison/Harry/Mark,
Thank you for your gracious efforts in incorporating the Indian Springs HOA's input/requests into this iteration of your site/development(s) plans.

The main focus and open item for me is the traffic impact to the current HWY 40 layout just west of the ingress/egress of your development, and more specifically the lack of turn lanes into our development (Indian Springs) as well as the Coquina Presbyterian Church (just west of your property and the Jaffee parcel on HWY 40) and Il Villaggio (just west of Indian Springs). I will continue to highlight this flaw in the current HWY 40 layout, that will become dangerously/fatally more evident with the traffic impacts of you parcel's requested use at a significantly higher density than zoned/planned. Walgreens has a turn lane (as will you in conjunction with the ingress into your parcel). Breakaway Trails has a turn lane and so does Hunter's Ridge. If having turn lane to ingress into the Tymber Creek Apartments is important and vital to traffic flow into the apartments, then the same should apply for mitigating egress traffic from a significantly higher density use than zoned/planned. Yes it has been mentioned that a longer turn lane(s) (for U turns) will very likely be part of the upgrades to HWY 40, but the weaving drivers and traffic congestion of the egress traffic from Tymber Creek Apartments mixed with Traffic Flow coming west on HWY 40 from the light at Tymber Creek Road will result in distracted, speeding, annoyed drivers (at speeds of 50+ mph) significantly more opportune to be stalled in focus of vehicles slowing down to less than 20 mph to exit HWY 40 to ingress into those above mentioned entrances without turn lanes. So my ask is that you are an advocate/good steward/supporter (vocally and financially?) of the City and State making these suggested improvements (turn lanes into those above mentioned entrances without turn lanes). Please know that Indian Springs did have a turn lane in the past, however traffic into our development and more importantly traffic on HWY 40 has significantly increased.

Steve (Spraker),
The previous paragraph is something that I would like to discuss with you further when the opportunity presents itself in the very near future. I also would like for it to be part of the note(s) reviewed by the Planning Board/Commission/Other Reviewers.

All,
Please do not hesitate to call me on my cellphone (321-663-7301) to discuss further. More later…

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

On Monday, September 26, 2022 at 02:04:57 PM EDT, Gary Von Glinow <gvg50@aol.com> wrote:

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

On Monday, September 26, 2022, 11:09 AM, Garrison McMillan <gmcmillan@tellus-partners.com> wrote:

> Harry – do we have a schedule for the field work contemplated for the surveyor? I'm happy to try and mark that wall contemplated in the site plan in addition to the bldg. corners.
> Gary – I'm not sure that balloons would give you a good representation of the height of the building elevations or not. You would have to do so on a VERY still day with no wind pollution to get the desired outcome. Let us get the staking down in the field first and discuss via an online meeting. Please keep in mind that the existing natural buffer (between the contemplated screening wall and the property line) almost all of that existing vegetation will stay and not be disturbed. We will in addition to what is already there add more rather mature (10-12 foot) EVERGREEN trees that grow upwards of 70ft to additionally screen beyond the existing vegetation that is inside that vegetation buffer. I think you will find that in no time the apartment elevations are going to be totally screened. We also have pivoted the bldgs to adjust the line of sight from the balconies with this revised site plan & added the full fence enclosure of the apartments to make sure that no trespassing is easily contemplated between the apartment tract and the Indian Springs neighborhood without scaling a fence. I hope you can see that our efforts are doing our very best to address your concerns.
> Kind Regards,
> Garrison McMillan
> 4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
> d: 404.798.5974 | f: 404.393.5439
> gmcmillan@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>
> **Sent:** Friday, September 23, 2022 3:52 PM
> **To:** mark.watts@cobbcole.com
> **Cc:** Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Steven Spraker <steven.spraker@ormondbeach.org>; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Troy Railsback <troyrailsback@yahoo.com>
> **Subject:** Tymber Creek Apartments
> Mark,
> I agree with Michael Gentry's email to you on September 19 regarding the latest site plan for the Tymber Creek Apartment development. Unfortunately, I didn't submit my comments to Michael regarding the site plan until the afternoon of September 19. The purpose of this email is to convey my site plan comments and requests, which I believe are consistent with Michael's.
> First, thank you, Garrison and Harry for meeting with us on August 15 at the development site and my backyard. All three of you listened to our issues and concerns and have now proposed revisions to your site plan that appear to be consistent with what we discussed. As Garrison noted in his August 18 letter to me, staking Buildings 8 and 9 will allow us "to know exactly what we are dealing with from a buffer perspective."
> Regarding the staking, I also ask that balloons or some other form of staking be used to show the actual elevation of Buildings 8 and 9. In addition, the close proximity of the Apartment road to our pool house and outdoor swimming pool, may pose significant headlight and noise (motorcycle) intrusion on us and our neighbors. Therefore, I also request that you stake the west side of the Apartment road/wall that runs parallel with Indian Springs Drive and Circle. I also wonder if the construction and materials of the proposed wall have noise reduction qualities.
> Thank you once again for listening to us and making what I hope will prove to be a significant reduction in our buffer and privacy intrusion concerns. I very much look forward to discussing the revised site plan once the above staking has been completed.
> Best regards,
> Gary Von Glinow
> 39 Indian Springs Drive
> 847-624-0619

Sent from the all new AOL app for iOS

From: Marian Marrese <m41257@yahoo.com>
Sent time: 08/18/2022 12:01:19 PM
To: Spraker, Steven
Subject: Tymber Creek Apartment Complex

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August 17, 2022

Mr. Spraker,

First, I would like to thank you for your service to our community and your consideration of this letter. I know it takes time and responsibility in achieving your goals for our community.

Secondly, I am writing this letter regarding the projected Tymber Creek Apartment complex to be located next to and behind the Walgreens on the corner of Granada Blvd and Tymber Creek Rd. I believe that this development will have a significant negative impact on the community that I and my family have lived in for over 40 years. Many of our local residents, including myself, attended the meeting at Coquina Church in June regarding this proposed complex. This development in its location and size will make our community much less safe and the traffic volume and traffic pattern will make this area dangerous, especially for school and public transportation as it was discussed at the meeting. As a result, this will make our Ormond Beach area much less desirable.

There is a saying: "**Less is More**" Regarding this development and location, I believe, **less** development results in **more** safety, **more** beauty, and a **more** eco-friendly environment. In my opinion, negating or significantly limiting this development would be the **more** responsible decision.

Please consider this when voting on the advancement of this development. Again, I would like to thank you for your time, your service and your consideration.

Sincerely,

Dr. Roxy Marrese Jr., M.D.
6 Moss Point Drive
Ormond Beach, FL 32174

From:	jimbaro2@aol.com
Sent time:	08/14/2022 12:54:12 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartment Complex

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Mr. Spraker,

My wife and I live in the Moss Point Subdivision. I attended the June meeting at the Coquina Church pertaining to the projected Tymber Creek apartment development. There are several items that were discussed at the meeting that are concerning, not the least of which is the impact to the existing residents in the area of the planned development. Most of the people have significant investments in their properties and enjoy the lifestyle we have become accustomed to over the years, which made Ormond Beach the place we decided to live and raise our families.

Another concern is the desire of the developer to increase the overall size of the project. Allowing an increased size will negatively impact the density of our area and worsen the existing traffic problems on Route 40 and Tymber Creek Road. Currently trying to make a left turn from Tymber Creek Road on to route 40 takes several traffic lights due to the back-up of traffic already existing on route 40 going east. The delays will only get worse due to the residents wanting to exit the apartment complex and go east into Ormond Beach. To do this they must attempt to cross two lanes of west bound traffic on route 40 and then attempt to make a U-turn into east bound traffic. The likely hood of accidents, injuries or worse and further back-ups is heightened.

Another person at the meeting asked the developer if they are going to manage the complex after the project is completed and for how long. The response was they would build it, manage it, and in a year sell it. That attitude does not bode well for our community. This project appears to be nothing more than a money-making proposition for the developer and a detriment to the citizens and the city of Ormond Beach.

My wife and I hope the planning board and commissioners will seriously consider studying existing options in the codes that mitigate the impact to the subdivisions that will be negatively impacted by this development. We are all caring residents of Ormond Beach and are concerned about the future of our properties, the lifestyle we have all come to love and the wellbeing of our city.

Thank you for the opportunity to express some of the concerns that we have about the proposed development.

James and Sylvia Barocas
16 Moss Point Drive

From: Gary Von Glinow <gvg50@aol.com>

Sent time: 08/11/2022 11:06:11 AM

To: scurtis@charleswayne.com; mgentry408@gmail.com; troyrailsback@yahoo.com; mark.watts@cobbcole.com; gmcmillan@tellus-partners.com; harry@newkirk-engineering.com; regina.epple@cobbcole.com; nika.hosseini@cobbcole.com; mimivon@aol.com; Spraker, Steven; Allen, David; Culliver, Cara

Subject: Fwd: Tymber Creek Apartments

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* CORRECTED COPY*

This corrected copy replaces the one I sent last night and includes the removal of the sentence fragment between Sections B and C, and placing it where it belonged as highlighted in A.8. This is the only change. Sorry for any inconvenience; and thank you for taking the time to read this.

Gary

-----Original Message-----
From: Gary Von Glinow <gvg50@aol.com>
To: steven.spraker@ormondbeach.org <steven.spraker@ormondbeach.org>; david.allen@ormondbeach.org <david.allen@ormondbeach.org>
Cc: scurtis@charleswayne.com <scurtis@charleswayne.com>; mgentry408@gmail.com <mgentry408@gmail.com>; troyrailsback@yahoo.com <troyrailsback@yahoo.com>; mark.watts@cobbcole.com <mark.watts@cobbcole.com>; gmcmillan@tellus-partners.com <gmcmillan@tellus-partners.com>; harry@newkirk-engineering.com <harry@newkirk-engineering.com>; regina.epple@cobbcole.com <regina.epple@cobbcole.com>; nika.hosseini@cobbcole.com <nika.hosseini@cobbcole.com>; cara.culliver@ormondbeach.org <cara.culliver@ormondbeach.org>; mimivon@aol.com <mimivon@aol.com>
Sent: Wed, Aug 10, 2022 6:21 pm
Subject: Tymber Creek Apartments

Dear Steven and David,

First and importantly, thank you for the time you spent meeting with Steve Curtis, Michael Gentry and me at the north cul de sac of the Indian Springs subdivision. Both of you listened very attentively to our comments and concerns and then viewed the developer's property from our backyard and property line.

From a sight line and privacy perspective, my house at 39 Indian Springs Drive is, by far, the most directly impacted, in any subdivision, bordering the proposed apartment development.

Steven, you met with my wife and I several times in your office when the Jaffe Corporation proposed development of the Tymber Creek property. Our questions and potential concerns at that time remain the same regarding the impact on our property, since the current proposal appears identical to the Jaffe proposal regarding location and configuration of the proposed apartment buildings.

The purpose of this letter is to provide some information about my wife and I, and how we came to buy 39 Indian Springs Drive, to express general support for the use of the land behind us, and to list questions, concerns, and immediate requests regarding certain features of the proposed development.

Relevant Background

My wife and I are retired. We will celebrate our 40th wedding anniversary later this year.

For many years, we spent our vacations in or around the Cocoa Beach area. In January 2017, we started our search for a VRBO rental and found everything was booked and, at the last minute, a house on Halifax Avenue in Ormond Beach had a cancellation, and we rented it for 2 months. We had never heard of Ormond Beach.

We fell in love with everything about Ormond Beach. When our lease expired, we rented a condo on the river, began our search for a permanent home, and bought 39 Indian Springs Drive on 6/30/17. We moved in with no furniture...nothing. Later in the year, we sold our house in Lake Forest, IL and physically moved our household. Like many others, our only regret is that we didn't find Ormond Beach sooner.

We have two grown daughters, both are married, both own businesses with their husbands that allow them to work at home, and both have 2 children under the age of 4. One lives in Chicago, and the other in Brooklyn.

We bought 39 Indian Springs Drive specifically because it was configured to easily house our daughters and their families for weeks at a time. As parents and grandparents, we wanted to entice them and our grandchildren to visit often. Last month, both girls and their families spent nearly two weeks with us and one family is returning on August 22nd for a weeks' stay.

Our House

The developer's plans show the corner of our main house, but not the pool and enclosure immediately behind our main house, nor the pool house immediately behind our pool enclosure. Our pool house is the closest structure to our property line and, therefore, closest to the proposed apartment buildings. I have mentioned correcting the misleading depiction of our structures on the developer's plans to both developers or their agents, with no response.

The builder of several homes in Indian Springs, built our house for himself and his family in 2008. They lived here for many years. Naturally, he positioned the house on its property and designed the rear of the house, pool, and pool house to have optimal views of the forest and vegetation now occupying the developer's land behind us. For example, our master bedroom is located at the rear of our house, with sliding doors to the lanai and pool, and a 9' x 7.5' single pane window that faces the developer's property and is the closest portion of our main house to the developer's property.

The Proposed Development

While we had been told by our realtor that the forested land behind us "could never be built on," we also agree that ignorance is no excuse for objecting to the proposed development. In fact, we support the land use for this development and the proposed number of rental units. And, we think the illustration of the proposed buildings are attractive.

Compatibility Concerns and Requests

First, I have no experience in contracting to build a structure of any kind. I don't know how to read the plans that the developer is required to provide us. On the other hand, I challenge any experienced builder, or even a registered surveyor, to use the plans provided to us and, without a GPS or other CAD/CAM aid, to walk out into the forested land to be developed and stake the corners of Buildings 8 and 9.

A. Privacy - We want the impact on our privacy (sight lines, sound, etc.) to be mitigated. The specifics of that mitigation request can be provided only once the following actions are completed:

1. The location of building 8 and 9 are staked with materials that are visible from our property line. The stakes should show buildings directly behind the entire width of our property line.
2. Poles or other identifying objects are positioned to show the height of the 2nd and 3rd floor balconies directly behind the entire width of our property line. Please note: the land on which Buildings 8 and 9 are to be built is significantly higher than our property.
3. New, bright-colored ribbons are placed and visible on all trees that will be removed behind the entire width of our property line. Ribbons originally placed years ago by the Jaffe Corporation have faded or are not visible today.
4. Landscaping - Steven, you mentioned that a landscape designer employed by the city could meet with us to examine and assess current and planned vegetation. I would appreciate it if you would provide me the name and contact information for this landscape designer, or alternately provide my contact information to that person. Landscaping mitigation is particularly crucial to us since much of the current vegetation on the developer's land between our property line and the approximate location of Buildings 8 and 9 is quite short (a few feet high) compared to other areas of the developer's land.
5. Stakes or other objects are placed such that can be seen from our property line along the apartment road beginning prior to the curve around the corner of Building 9 and continuing for the width of our property line. In addition to sound intrusions, we are interested in assessing the impact of vehicle headlights on our property.
6. Parking - Stakes or other objects are placed on all parking spaces, planned and approved (including those not being built by this developer) that face our property line.
7. Configuration of Buildings - The current developer purchased the land and decided to propose the same configuration of buildings as the Jaffe Corporation. I ask that the developer consider positioning Building 8 in a manner that would significantly reduce its undesirable intrusion on our privacy.
8. Urgency - We requested most of the above in person with an employee of the Jaffe Corporation. On June 8, 2022, I made a similar request (primarily focused on 1 and 2 above to an agent of the current developer. My concern is that any delays by the developer in fulfilling our request might prevent us or anyone else from intelligently and thoroughly assessing the impact of this development on the community and its residents and

making that assessment and related mitigation requests known to the developer and those officials who are responsible for reviewing and approving/revising the developer's proposal. In other words, delay or non-compliance with our requests helps the developer and harms impacted Ormond Beach residents. And worse, may prevent approving authorities and commissions from making fully informed decisions.

9. Photoshop technology exists and is available to the developer and, perhaps the City's landscape designer, to provide us with a best effort picture of the impact of the proposed development with and without mitigation. As the owner of the house that is significantly impacted by privacy concerns resulting from the developer's current proposal, I request this support to be provided to us well in advance of any official meeting to review or approve the developer's proposal.

B. Security and Sound - While we view 600+ tenants in 300 units as validation of our decision to decide to live west of Interstate 95, common sense also suggests that density increases the need for increased security. Indian Springs homeowners have suffered break-ins and burglaries in the past. The HOA took steps to increase our security by causing our subdivision to be gated 24/7. The developer's land has provided a natural barrier on our East side.

The construction of a wall or other barrier between the proposed apartment buildings and Indian Springs would strengthen security for all homeowners and tenants and could also provide a sound buffer. My wife and I strongly endorse and support the requests of Steve Curtis and Michael Gentry regarding the need for an effective wall barrier.

C. Traffic Safety - It appears to me that the current developer purchased the land and is proceeding with basically the building plan as was proposed by the Jaffe Corporation. On June 8, 2022 at the meeting at the Coquina Church, I was shocked to learn that the only significant change to the Jaffe plan was to eliminate access to the apartments by tenants from Tymber Creek Road and to require all ingress and egress of tenants to occur west of the Walgreens access on Granada.

I do not understand the reason or benefit of this change or what problem it is attempting to solve. As a reasonable person, causing some large portion of 600+ cars from the apartments to join 100+ parents delivering their children to the Little Blessings School, and hundreds of other parents delivering their children to River Bend Academy within a few hundred linear feet while semi-trucks and other vehicles are joining this same linear space at high speed on Granada through the Tymber Creek intersection is a recipe for disaster. Obviously, FDOT has the expertise to evaluate this and if they approve this without some serious changes to the roadway, I must accept their decision.

What I am requesting now is a written or oral presentation by the developer that describes the reasons and rationale for this dramatic change to the Jaffe proposal.

As I look over the length of the above, one could conclude that my wife and I are strongly opposed to this development. That conclusion would be wrong.

We are generally supportive of growth and development west of I95, and we are specifically in favor of the 300 unit apartment complex that is proposed. Once our requests are met in A and B above, I expect that reasonable mitigation requests arising from a more transparent assessment of the developer's proposal can be agreed upon by all parties.

Finally, I have found this process very frustrating and ineffective due to communication requirements to which developers must comply. A sheet slightly larger than 8.5” x 11”, depicting the location of proposed buildings on forested land covering multiple acres, is not very informative or user friendly for a typical resident. In this situation, knowledge and information equates to power. The information requirements placed on a developer seem to tilt the power equation strongly in favor of the developer. The resident is left largely in the dark, in my opinion. Most of my requests above are my attempt to achieve transparency, a balance of power, and shared facts and information as a basis for reaching agreement on reasonable mitigation solutions.
****

Steven please forward this to whomever you feel is appropriate. I apologize for the length of this note, but felt it was necessary to err on wordiness for those that have never been to our house.

Best regards,

Gary C. Von Glinow
39 Indian Springs Drive
Ormond Beach, FL 32174
phone: 847-624-0619

From: mgentry408@gmail.com
Sent time: 08/08/2022 10:00:45 AM
To: Spraker, Steven
Cc: scurtis <scurtis@charleswayne.com>; Gary Von Glinow <gvg50@aol.com>; Troy Railsback <troyrailsback@yahoo.com>
Subject: Tymber Creek Apartment Complex Proposal

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Spraker,

Upon review of the latest submittal of the Tymber Creek Apartment complex, I was surprised and disappointed. I attended the Neighborhood meeting at Coquina Church in early June which crystalized the concept of the project. Most of the comments were concerning traffic, safety, security, aesthetics of the area and the footprint of the Complex. After the meeting I spoke with both Marc Watts, Attorney for the developer and Garrison McMillan, the developer. I expressed safety concerns with the property being within a few feet of two homes in our development and my desire for a non-penetrable wall, preferably some type of block, brick at least 8' tall. I also invited Garrison to come walk through our development and see firsthand the next time he was in town. It may be he has not been back to Ormond Beach since the meeting, but I have not heard from him or any member of his team. While I felt he understood my concerns about separation and he indicated he would talk to his team about a fortified wall, the concept of a 6' vinyl white fence is egregious to me and erodes any confidence in addressing other concerns voiced by residents during the meeting.

It is interesting the desire to be "good neighbors" was mentioned multiple times. Yet, when Mr. McMillan was asked his company's intentions, he replied they intend to build it, get it leased, operate it for one year and sell it. This leads me to conclude being a good neighbor only applies to getting approval in a manner which is beneficial for Tellus Partners to sell for an acceptable profit and leave the balance of the "good neighbors" to deal with traffic, safety, security and aesthetics beyond a couple of years.

At this point after reviewing the plans, I feel at a minimum the developer should construct a wall of block or brick at least eight foot high on top of the retention wall they show in the schematic around the property and in all other areas along the property line as required to provide an adequate barrier. This would at least provide a level of separation and security from Indian Springs and the Little Blessings School and Coquina Church which also is adjacent to the property. Additionally, I would require the Developer to reposition Building Nine and arrange the balconies to the woods rather than the homes in Indian Springs and the Little Blessings School.

While I recognize the rights of the developers to build what is allowed within regulations and codes, they should not be entitled to ignore what may be more expensive, inconvenient and a significant change in the surrounding neighborhoods.

I thank you for the opportunity to submit my primary concerns and suggestions on this project.

Sincerely,

Michael Gentry
10 Indian Springs Drive
Ormond Beach, FL 32174
Michael Gentry
Email mgentry408@gmail.com
Cell 386-405-8632

From: Spraker, Steven
To: City Clerk
Subject: Re: I concur with this Ormond Beach Taxpayer/Resident/Voter
Date: Monday, June 13, 2022 9:58:31 AM
Attachments: image003.png
image003.png

Thank you

Sent from my iPad

> On Jun 13, 2022, at 9:53 AM, City Clerk <cityclerk@ormondbeach.org> wrote:
>
> I believe this gets sent to you.
>
> <!--[if !vml]--><!--[endif]-->
> **Ashley McLoughlin**
> **Administrative Assistant, City of Ormond Beach**
> 22 South Beach Street, Ormond Beach, FL 32174
> Main: (386) 677-0311 | Direct: (386) 676-3331 | Fax: (386) 676-3330
> Ashley.McLoughlin@ormondbeach.org
> www.ormondbeach.org
>
> **From:** Amy Sandler <amysandler72@yahoo.com>
> **Sent:** Sunday, June 12, 2022 9:47 AM
> **To:** City Clerk <cityclerk@ormondbeach.org>
> **Subject:** I concur with this Ormond Beach Taxpayer/Resident/Voter
> **[External Email-Use Caution] - OB/IT Helpdesk**
>
> "Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre.
>
> The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes.
>
> A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you
>
> Sent from my iPad

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartmets
Date: Sunday, June 12, 2022 10:13:30 AM

Bill Partington
Sent from my iPhone

Begin forwarded message:

From: V Kester <kester41@gmail.com>
Date: June 12, 2022 at 9:55:33 AM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Tymber Creek Apartmets

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

Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
Victoria Kester
Breakaway Trails resident
Sent from Mail for Windows

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Apartments:
Date: Friday, June 10, 2022 10:57:11 AM

Sent from my iPad

Begin forwarded message:

> **From:** Barry Miller <millerpsu66@icloud.com>
> **Date:** June 10, 2022 at 10:12:01 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Apartments:**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Let's not start building more apartment complexes in Ormond. Traffic is awful already. Putting apartments on Tymber Creek will only add to the congestion that's already bad. Have the courage to say no to more building in the Tymber Creek area. Thank you. Barry Miller
>
> Sent from my iPhone

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 3:48:50 PM

Sent from my iPad

Begin forwarded message:

From: mclarnanrio316@cs.com
Date: June 10, 2022 at 3:47:43 PM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Tymber Creek Apartments
Reply-To: mclarnanrio316@cs.com

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

Hello Mayor Partington

Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
Mike & Mindy McLarnan
Tymber Creek
Ormond Beach FL

From: Partington, Bill
To: Shanahan, Joyce; Hayes, Randy; Spraker, Steven; Whitley, Claire
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 10:56:57 AM

Sent from my iPad

Begin forwarded message:

> **From:** Patricia Lang <outlook_58AC308E4BA1F9B1@outlook.com>
> **Date:** June 10, 2022 at 10:49:06 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apartments**
>
> **[External Email-Use Caution] - OB/IT Helpdesk**
> Pleas, please, NO MORE APARTMENTS! THIS IS SO UNNECESSARY. And both Route #40 and Tymber Creek are already overloaded with vehicles.
> Please save us from further distruction.
> Patricia and Stephen Lang
> 19 Deep Woods Way
> Sent from Mail for Windows

From: Partington, Bill
To: Spraker, Steven; Shanahan, Joyce; Hayes, Randy
Subject: Fwd: Tymber Creek Apts
Date: Thursday, June 9, 2022 9:00:10 AM

Just FYI…..

Sent from my iPad

Begin forwarded message:

> **From:** Anna Hannon <anna_hannon@yahoo.com>
> **Date:** June 9, 2022 at 8:58:25 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apts**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Hi Bill,
>
> I've met your dad a few times at RCOBA lunches. Nice man!
>
> We need your help going to bat for Ormond Beach residents please. Apartments are just not what we expected when we bought here west of 95. I understand the investor has the right to use it as commercial including multi family apts. But I really urge our city council to stay strong on the 10 units per acres vs the 18 they want. I think people assumed by commercial that it would be restaurants or stores that would bring convenience to our residents like the strip mall by 7-11. Hopefully they listen to your input.
>
> Cobb Cole presented the increase to 18 units per acre like it was a done deal and only when I questioned did he explain that it has not been approved yet. The city doesn't owe special preference to this out of town guy. If he bought it with 10 per acre, that's what it needs to stay at. There's no logical advantage to Ormond Beach residents to increase it. We can't make this change just to bring in more tax money. The long time residents of upscale communities deserve better consideration.
>
> Also can you find out what other properties in Ormond are at risk for apartment development so residents can be more proactive in requesting zoning changes?
>
> It doesn't seem that small town Ormond can take an uptick in density and keep Ormond as the pleasant area that it is. The expansion needs to move west rather than more density where we're already established. Our infrastructure can't take it.
>
> Not looking forward to the Regal turning into apartments either. You can hardly turn out of Publix during rush hour without significant backup on Williams. I think the consensus tonight was that the apartments being built on Clyde Morris

and Williamson makes more sense because we already think of that as commercial. It's east of 95 and it was always a known that it would be developed by commercial. The preference is always condos or townhomes over apartments.

Anna Hannon
386-383-0707

From:	mclarnanrio316@cs.com
To:	Partington, Bill; dwight.selby@ormondbeach.org; troy.kent@ormondbeach.org; Persis, Susan; rob.littleton@ormondbeach.org
Cc:	Shanahan, Joyce; Spraker, Steven
Subject:	Proposed Apartments on Tymber Creek Road
Date:	Friday, February 12, 2021 1:22:32 PM

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

Please protect neighboring communities west of I-95 and deny the Jaffe Corporation's proposed plan to build a three story, ten building, 300

unit apartment complex on Tymber Creek Road at the busy intersection with State Road 40. The City Commission considering such a large,

incompatible project in a wonderful long-established community of single family homes is questionable at best. The resulting

over-development will negatively impact traffic, the environment, water/sewer use, stormwater runoff into the Tomoka River, and compatibility

with neighboring properties adjacent to the proposed "best use of property luxury apartments" which will be exponentially worse than the

Marshside application that the city commission rejected for the same potential impacts on a much lesser scale. Thank you for denying this

proposed project.

Mindy McLarnan
Tymber Creek

From: Darla, Chipper
To: Spraker, Steven
Subject: Planned Apartments
Date: Monday, July 27, 2020 1:47:30 PM

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

Live in Tymber subdivision on Tymber Creek Road 0.5 miles from Granada and Tymber Creek Road intersection.

Mr Spraker,

I am speaking about the planned apartment building behind Wal HGreens on Tymber Creek. The planning board, in my opinion, has gone nuts with allowing unbridled growth plans all over Ormond Beach. Obviously, and sadly, palms are getting greased. Guess this must be remedied at the voting booth. I am against this apartment complex build.

Sincerely,

Darla Wickham
352 Hickory Hill Pl
Ormond Beach

Sent from Mail for Windows 10

Virus-free. www.avast.com

From: Betty Lou Geis
To: Spraker, Steven
Subject: Timber creek apartments
Date: Friday, July 17, 2020 1:00:13 PM

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

I can’t even imagine the city thinking about allowing a 300 multi family apartment complex on the corner of timber Creek and West Granada when we all know what’s going to happen two blocks down to the west with Avalon Park. What are we thinking? Granada Boulevard will become a parking lot ! Does anybody care about the quality of life in Ormond Beach anymore? I hope it comes under considerable scrutiny. Betty Lou Geis.

Betty Lou-
from my iPhone

From: Mail-service
To: Spraker, Steven
Subject: Proposed Apartments On Tymber Creek Road
Date: Monday, June 29, 2020 6:45:47 PM

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

Mr. Spraker

I ask that you do not approve the proposal for apartments at the corner of Tymber Creek Rd and Granada. The area is already overbuilt and this will do nothing to help the situation. There is no housing shortage in Ormond, but there is now an overabundance of traffic. Adding 296 apartments will likely result in an additional 500 cars on the road in this area. From the stoplight on that corner (Tymber Creek / Granada) to the east end of Granada (Rte 1) is 7 miles and there are already 17 traffic lights! That's right, 17 traffic lights! Enough is enough. It's time to come to grips with the overbuilding in Ormond and this would be a great start.

Thank you
Ron and Karen Iseman

Correspondence received after Planning Board meeting

From: Julie and Ken Sipes
To: Dauderis, Susan
Cc: Spraker, Steven; Lochert, Taylor
Subject: Petition re: Tymber Creek Apartments
Date: Friday, January 27, 2023 3:42:20 PM
Attachments: image001.png

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

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Hi Susan,

Our internet is out so the best we could do is take screenshots of the text of the petition and the current number of signers. Note, as of 3:30 pm on 1/26/2023 there were 2,333 signers.

It seems people are still signing, as at least two did within the last hour.

Again — here is the link, if you could provide this in the packet, as well, so interested parties can pull up the petition itself to review the details. It's all public.

https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

Thank you,
Ken and Julie

On Friday, January 27, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good morning,
>
> We would need this as soon as possible, by end of day today, for it to be part of the packet.
>
> Thank you,
>
> Susan
>
> ---
>
> **From:** Julie and Ken Sipes <cando2ormond@gmail.com>
> **Sent:** Wednesday, January 25, 2023 5:06 PM
> **To:** Dauderis, Susan <Susan.Dauderis@ormondbeach.org>
> **Cc:** Spraker, Steven <Steven.Spraker@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lochert, Taylor <Taylor.Lochert@ormondbeach.org>
> **Subject:** Re: Petition re: Tymber Creek Apartments

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Thank you. Now with the continuance what is the timetable, and by when would you need a pdf of the petition?

On Monday, January 23, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good afternoon Julie and Ken,
>
> We are unable to include this in the packet for tomorrow's City Commission meeting, as the agenda packet has already been published. However, if you provide us with a paper or pdf/electronic copy of what it is that you want provided to the Mayor and Commissioners, we will get it to them.
>
> Thank you,
>
> Susan
>
> **Susan Carroll Dauderis, MA**
>
> **City Clerk, City of Ormond Beach**
>
> 22 South Beach Street , Ormond Beach, FL 32174
>
> Main: (386) 677-0311 | Direct: (386) 676-3340 | Fax: (386) 676-3330
>
> Susan.Dauderis@ormondbeach.org
>
> www.ormondbeach.org
>
> ---
>
> **From:** Spraker, Steven <Steven.Spraker@ormondbeach.org>

Sent: Monday, January 23, 2023 7:15 AM
To: 'Julie and Ken Sipes' <cando2ormond@gmail.com>
Cc: Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: RE: Petition re: Tymber Creek Apartments

Good morning,

Thank you for your e-mail. I have forwarded your e-mail to the City Clerk for the City Commission item.

Steven

Steven Spraker, AICP

Planning Director

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent: Friday, January 20, 2023 7:35 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Partington, Bill <Bill.Partington@ormondbeach.org>; Persis, Susan <Susan.Persis@ormondbeach.org>; Sargent, Travis <Travis.Sargent@ormondbeach.org>; Briley, Harold <Harold.Briley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lori.Tolland@gmail.com
Subject: Petition re: Tymber Creek Apartments

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please see below the link for the petition. If you need it printed out, let us know.

If possible, please include this in the packet for the upcoming 1/24 meeting. If it is too late, then please include in the 2nd Reading packet on 2/7. (Hopefully there won't be a second reading.)

Thank you.

https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

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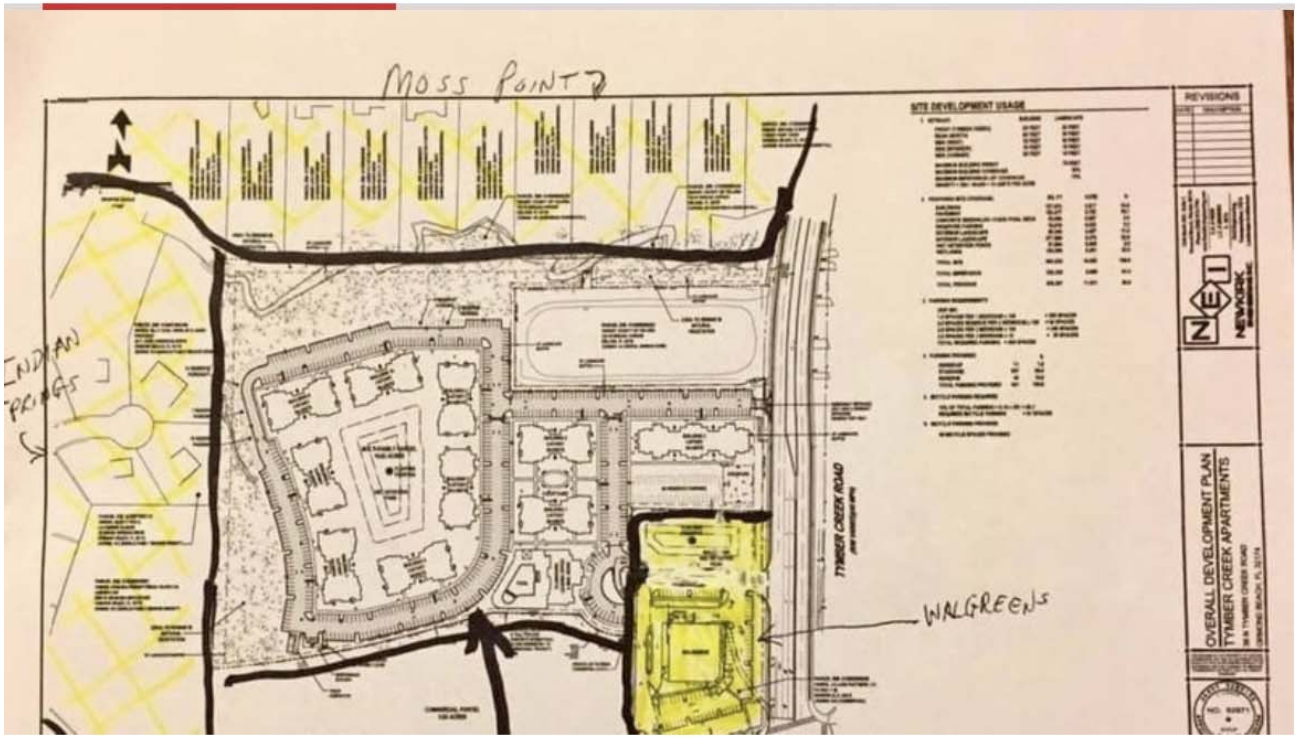
change.org

Petition details Comments Updates



TYMBER CREEK APARTMENTS

2,333 have signed. Let's get to 2,500!



Julie Sipes started this petition to The Mayor and City Commission of Ormond Beach

We have major concerns about the impact of the proposed high-density Tymber Creek Apartments located at the northwest of the intersection of West Granada Boulevard and Tymber Creek Road.

This development is not compatible with adjacent established residential areas of single-family homes and will negatively impact these property owners to the north, east, and west.

We are also concerned about the traffic from such a high-density development.

We request that the density be downsized and only single-family homes be permitted.

Furthermore, we request that Low-Impact Development principles be used, rather than wholesale clear-cutting of trees and large retention ponds. We believe it is important to preserve the natural beauty of the land.

Planning Board minutes from December 8, 2022

ITEM:

PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VI. PUBLIC HEARINGS

A. PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Mr. Steven Spraker, Planning Director, explained the applications for Items A and B submitted by Nika K. Hosseini, Esquire Cobb Cole Attorneys at Law, for:
(1) The zoning map amendment from Volusia County, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development (PBD). The subject property is approximately 19.62 acres and is located at 2011 West Granada Boulevard and 36 North Tymber Creek Road. Mr. Spraker stated that Moss Pointe is to the north of the property and to the west of the property is Indian Springs and Coquina Presbyterian Church. To the south of it is a commercial vacant parcel of 9.93 acres, and then Walgreens and their stormwater are located to the east and the south of the Volusia County stormwater pond at 40 N. Tymber Creek. He concluded that to the east of the property are single-family properties and vacant Commercial.

Mr. Spraker explained the land use and zoning process for properties. The B-8 zoning district allows a variety of commercial land uses such as retail, office, medical office, restaurants with and without drive-through windows, shopping centers and multi-family.

(2) Regarding the issuance of a development order, it was explained that the Tymber Creek Apartments Planned Business Development (PBD) seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. Mr. Spraker detailed the application in a PowerPoint presentation.

Mr. Spraker further explained the development order process for the density of the project which starts with the Site Plan Review Committee (SPRC), and added that the neighborhood meeting for it was held on June 8, 2022. He expressed that tonight the Planning Board hears the testimony from staff, the applicants and audience members, and added that as with all agenda items, Planning Board can approve it, approve it with conditions, or deny it, and either way it will still go to City Commission on January 24, 2023, for the tentative first reading and February 7, 2023, for the second reading. Mr. Spraker explained the three thresholds where the Land Development Code (LDC) is set up so that if going over a threshold, a public hearing is required to be held. The SPRC can only approve up to 10 units per acre, and over that up to 32 has to go through the public hearing process. He continued that the density is the first threshold, the building height over 30 feet is the second threshold,

and the building length of building #10 is the third threshold trigger. The land use allows up to 471 units, the zoning allows 164 units, therefore it requires the public hearing authorization. Mr. Spraker stated that the request is for 18.29 units per acre in which does not include the Recreation/Open Space. The second threshold, the building height, allows up to 15 feet above what the zoning district allows. The last threshold explained was that the LDC states that you cannot have a multi-family building greater than 180 feet in length without obtaining a Planned Business Development. All of the other buildings are less than that, other than building #10 which is at 249 feet in length.

Mr. Spraker reviewed the traffic concerns. The access off of Tymber Creek Road was pulled. An updated traffic analysis was done in August 2022. An independent traffic reviewer was hired that said that it met the concurrency standards. Mr. Spraker reviewed the tree preservation with 7 historic trees on site that have been preserved. Fifteen (15) percent of the site is required to be saved, or 2.94 acres, and the project has preserved 25.4 percent at approximately 4.99 acres. The landscape buffers to the north and west have been exceeded over the required 20 feet. There are 2.4 acres of wetlands on site and the project has impacted under 6 percent of it. Mr. Spraker reviewed the fences and walls for the project with decorative aluminum-railing fence, PVC-vinyl fencing and masonry walls. In one of the meetings there was a comment about the balcony on building #8 overlooking into Indian Springs, therefore they rotated that building and reduced the overall building height and provided additional landscaping to shield the project.

Mr. Spraker reviewed the public benefits in the natural preservation, landscape buffers, additional plantings, restriction of access onto Tymber Creek Road and the directional turning of building #8.

Mr. Spraker reviewed the correspondence received on the project consisting of traffic, the project being an incompatible use, density concerns, project over-development, site design issues and the negative impacts on the quality of life in the west Ormond area. Mr. Spraker stated that with the elimination of building #8, staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions

Ms. Shull asked for details of what would happen if the PBD was denied. Mr. Spraker replied that 36 N. Tymber Creek Road has a Volusia County zoning, therefore the land use was changed but the zoning was not changed after annexation due to the project going for a Planned Development. If the PBD is denied, it has to be assigned city-zoning by state law. He continued that within the "Residential Office Retail" land use, there are certain zoning categories that would be appropriate such as the B-1, B-9 and B-10 zoning districts which allow 10 units per acre. The "Open Space Conservation" land use designation would go to a Special Environmental zoning.

Mr. Scudiero asked for further information about the land use maximums. Mr. Spraker explained that they would not be able to meet the land use maximum and would have to ask for exceptions to height and parking and a five or six-story building would not be approved there. The height would determine the land use maximum. Mr. Spraker continued that the B-8 is a General Commercial zoning district which allows other uses by right that could go up to 430,000 square feet of commercial uses.

Mr. Galloway asked for additional explanation on the land area calculation. Mr. Spraker replied that the entire property is 19.62 acres, with the breakdown calculation at 3.20 acres of "Open Space/Conservation", 3.20 acres of "Residential/Office Retail" and the remainder at 13.22 acres of "General Commercial".

Mr. Jorczak inquired if the city has the ability to alter the zoning to Suburban Low-Density if the application is denied. Mr. Spraker answered that the application has to be consistent with the "Residential/Office Retail" land use designation and the compatible zoning designations are B-1, B-9 and B-10.

Chairman Thomas asked Mr. Spraker to explain what can go in the B-8 zoning districts. Mr. Spraker replied that the B-8 zoning district allows retail sales, shopping centers, office/retail, hair salons, and both dine-in restaurants and drive-through restaurants.

Applicant's presentation

Mr. Mark Watts, Esq., Cobb Cole Attorneys at Law, 231 N. Woodland Blvd., DeLand, explained the proposed project, stating that it has a lot of history alongside the owner of the property, Mr. Garrison McMillan, Tellus Partners, to sort through the issues of concern. Mr. Watts reviewed the proposal in a presentation and explained how on the northern piece of the property 6.40 acres was annexed in 2020 but ever assigned city-zoning and the southern piece, 13.22 acres is zoned B-8. He explained the overall proposed plan and benefits to the public including doubling the preservation area to name one. Mr. Watts reiterated the restriction on the access points with the Tymber Creek connection restriction with the Planned Business Development (PBD) so that there is not exit traffic where the right-in and right-out traffic is with Department of Transportation (DOT) approval. The proposed setbacks, buffers, and environmental considerations were detailed with 0.14 acres of impact to the 2.40 acres of existing wetlands and 7 out of 7 historic trees being preserved. Mr. Watts reviewed the parks and amenities for the proposed project.

Mr. Watts described the high level of architectural detail and redesign of the buildings to lower overall roof height from 45 feet to 39.3 feet. The applicant addressed the concerns of the line of sight of the original building design from the adjacent neighborhood, and have since redesigned to reduce the pitch of the roof and building height. Mr. Watts referenced the concern with building #8 in relativity to the proximity to the closest house to that and how a retaining wall was designed in the plan to keep it up at a certain elevation with multiple layers of screening for both buildings 8 and 9, including a landscape buffer, masonry screening wall and cedar trees along the property boundary. Mr. Watts explained how the applicants have met most of staffs' and residents' concerns where possible as well as met the traffic standards. The attempt to address the State Road 40 access concerns and a U-turn or signal strategy at the church was unsuccessful, but the proposed configuration in the staff report and Board packet was permitted through DOT.

Mr. Watts referenced staff's recommendation to remove building #8 in which the applicant agrees to do so and reduce density for the site. He added that a building farther to the east would then be the 30-unit standard, updating the overall count to 276.

Mr. Galloway asked for clarification of the height of the retaining wall and screening wall specifics. Mr. Watts stated that it was 6 feet with a 6-foot masonry screening wall, for a total of 12 to 14 feet from the existing grade for the screening and retaining

wall. The concept for the masonry screening wall, vinyl and aluminum fencing was further detailed.

Chairman Thomas opened it up to the Board for discussion where questions were answered by the Planning Director. The Avalon project was discussed and referenced in comparison with this proposal.

Chairman Thomas opened the public hearing for audience comments.

Audience Comments

Mr. Troy Railsback, 27 Indian Springs Drive, explained that he and his wife are part of the Indian Springs Homeowners' Association (HOA), which is adjacent to the northwest portion of the proposed development. He added that he is the HOA President and submitted a letter on behalf of the HOA to the Planning Board as part of the submittal packet explaining the concerns with the proposed project. Mr. Railsback asked how many apartment complexes are west of Interstate 95 in Ormond Beach. He also asked the percentage increase in density from the current City of Ormond Beach zoning to what is being proposed. He asked if the planning and development rezoning request in the overall proposed layout is solely based off highest and best used metrics for maximum development and density for this type of use on the proposed subject property.

Mr. Railsback commented that working with city staff and the developer through multiple meetings, it was identified that both buildings 8 and 9 have a severe and significant, lasting impact to the community and are not conforming to the current B-8 zoning descriptions. He added that the site layout of the buildings being close to the property lines have an overwhelming and nonconforming lasting impact to the community as proposed with the current zoning calling for natural buffering between the adjacent parcels, and added that if the current zoning and density applied, that there would be plenty of opportunity to accomplish such. He inquired what is at stake and asks what is being contemplated. Mr. Railsback stated that it is a use that is evolving within the overall area and the west side of the Interstate 95 area of Ormond Beach as well as the multi-family apartments being considered at a significantly higher density than established in the current city zoning. Mr. Railsback requested that the Planning Board and City Commission carefully set lasting and management precedent in expectations for this type of development in their decision-making process for this submittal as well as future submittals. Mr. Railsback stated that he has a significant vested interest in his home and neighborhood and feels that the Planning Board should recommend the elimination of both buildings 8 and 9 as they tower over Indian Springs just as the Granada Bridge does just outside the City Commissions home here at 22 S. Beach Street. He concluded that building 9 will be the most significantly visible building to the community of Indian Springs.

Dr. Richard Weiss, 12 Moss Point Drive, spoke to the request of expanding the Tymber Creek Apartment project from 10 units per acre to 18 units per acre, allowing for an 80 percent increase in the population density and allowing for a similar increase in the total number of residents. He continued that the land was zoned for 10 units per acre and building more would require an exception to the current zoning and will result in a major impact on the residents of the area. Dr. Weiss explained his objections beginning with what he says he has seen with the emergency rooms filled, at times unavailable hospital beds, and less access to physicians in a timely manner and the difficulty and inconvenience of that, resulting in what he calls 'life-threatening'. Dr. Weiss expressed importance on making sure that growth and the

population is accompanied by growth in the medical community as well. He pleaded to the Board not to increase the number of residents in the area without an adequate infrastructure as it is not safe. Dr. Weiss commented that most of the residents moved to the area to live in a small community to avoid the high population densities of the larger cities. He added that bringing in large number of new residents in Ormond Beach will undermine that and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space.

Dr. Weiss added that the animals cannot speak for themselves although gifting us with their presence. He commented that he does not see deer, turkey, turtles and the myriad of other species in the large cities and urges to avoid allowing it to become their legacy. He remarked that the argument that the additional units, residents and traffic will not impact the citizens of Ormond Beach is naïve and misleading and stated that the additional automobiles, owners and renters will have unlimited consequences for the residents and spoke on the beach, roads and house erosions during storms. Dr. Weiss concluded that growth needs to be managed responsibly.

Mr. Mike Lambert, 20 Moss Point Drive, stated he has lived on Moss Pointe Drive for thirty-two years and has lived in the community of Ormond Beach his whole life, expressing to the Board that he did want them to grant the amendment. He spoke on the growth and changes over the years in the city and on the beach. In high school he was a lifeguard and surfer when he says at that time suntan oil was made locally in a bathtub and people were encouraged to go out in the sun for looks and health. Mr. Lambert exhibited his tenth nose skin cancer surgery from heeding and accepting the advice given. Mr. Lambert spoke on the Planning Boards positions and noted that their time on it is temporary although their decisions are permanent, adding his hopes for them making the right decisions. He added that the community's quality of life in the area of Moss Point, Indian Creek and Tymber Creek would change with the proposed development. Mr. Lambert stated that the traffic on Tymber Creek Road is already horrific and does not want the community further altered.

Mr. John Dietz, 10 Moss Point Drive, expressed understanding that something is going be developed on the land and how the developer has the right to build apartments. He added that he wants the developer, Planning Board, City Commission, as well as the neighborhood to be successful, but has concerns with traffic. Mr. Dietz showed the Board a traffic exhibit photograph taken Tuesday, December 6, 2022, at 7:40 a.m. He stated that he was unable to get out of the neighborhood and captured the photographs from the median. He explained that the traffic backs up southbound on Tymber Creek Road to the traffic light, filling up the double-turn lane, backing up traffic back to Breakaway Trails into the Tymber Creek development traffic light. Mr. Dietz relayed information that he heard that a new turn lane will be put on Tymber Creek on the west side to help southbound traffic. He said that drivers are impatient in the morning and speed down past the line and dive into the turn lane, suggesting an accident will occur. Mr. Dietz also mentioned that they have issues with U-turns and asked for a no U-turn sign to be placed at the intersection of Moss Pointe and Tymber Creek. He added that he understands the need for an emergency exit gate and urged to leave it locked unless there is an emergency and asked for the Board not to increase the density per the acreage guidelines.

Ms. Marian Marrese, 6 Moss Point Drive, questioned if the development would improve the welfare of the current citizens or improve the environment. She stated that she has lived in Moss Point for 32 years and commented that the road was

widened due to the people and traffic. She remarked on the numerous apartment units going in on Williamson Boulevard, from Granada Boulevard to LPGA, and how Avalon Park will be going in near Moss Point, and pleaded that the Board look out for the citizens of Ormond Beach. Ms. Marrese expressed concern with increasing the density for the proposed project.

Mr. Gary Von Glinow, 39 Indian Spring Drive, commented that he and his wife are right behind the proposed building #8 and remarked that their house is the most severely impacted by the 300-unit Tymber Creek Apartment project and buildings 8 and 9. He explained additional compatibility issues between the proposed project and Indian Springs. Buildings 8 and 9 are 45 feet tall sitting on ground much higher than Indian Springs. Building #8 looks directly down onto their pool, pool house, lanai and bedroom window. He continued that the trees occupying the land for buildings 8 and 9 and the proposed road in front of them will be removed, offering more unobstructed site lines, sounds, etc. Building #9 faces the north side of their home and can be seen from at least five other houses in Indian Springs. Mr. Von Glinow credited Mr. McMillan and his team for meeting with residents and offering field tests and solutions where possible, including rotating building #8, mitigating the compatibility concerns. Mr. Von Glinow referenced his August 11, 2022 e-mail to staff that was included in the Board staff report and suggested that whatever solutions are proposed to mitigate compatibility be field-tested by the rotation and staked positions of building #8. The field-test observation led Indian Springs residents that were present at the meeting with Mr. Garrison three weeks ago, to conclude that buildings 8 and 9 are not and cannot become compatible with Indian Springs. Mr. Von Glinow expressed his support for the project in general but expressed concern with the capability and other HOA requests in which he supports.

Mr. Michael Gentry, 10 Indian Springs Drive, referenced meetings held with the developer, Mr. Newkirk and city staff and remarked that prior to the meeting today, that he was not aware of everything in the submission proposal. He was not aware that the developer was proposing to rotate building #8. Mr. Gentry stated that if you are on the property area of the woods and walk the area of the buildings, you are able to see two houses today. He asked if citizens have rights to review the staff comments and understand what is being communicated. He referenced meetings that go on regarding the happenings of the proposal and suggested that the item be tabled until there is another neighborhood meeting with the developer, city staff, the attorney and engineer to understand the proposal for final approval.

Mr. Watts addressed the comments that were raised. In summary, he confirmed that upon resubmittal, the changes for the proposed project were included in the report posted on the City of Ormond Beach website and sent to those involved. Mr. Watts referenced the staff report where it outlines goals met by the applicant including keeping pace with demands of the housing element and future land use element to provide multi-family as a component of the growth in the City of Ormond Beach. He commented that college graduates have to have opportunity to come back into the community that they are from by offering diversified housing to be productive citizens of Ormond Beach. Mr. Watts reiterated the benefits and changes that the proposal has gone through and concluded that more intense uses can go in the subject area and asked for support of the application.

Additional Audience Comments

Chairman Thomas opened the public hearing back up for audience comments.

Mr. Troy Railsback, 27 Indian Springs Drive, requested that building #9 be eliminated or shifted as part of the consideration if it does not get eliminated. If building #8 is gone, there is area to shift building #9 to minimize its visual impacts to Indian Springs. He added that when looking through the property lines, at the site line at the end of the cul-de-sac, there are properties that are wide open, that will see the development and that will be as significant as the Granada Bridge is outside of the City Hall Chambers windows.

Mr. Watts replied that they prefer to keep the extra building because density is important for the financial aspects, but are happy to continue meeting with the Indian Springs neighborhood to work on relocating the additional building, the new building #8, and to reduce impacts.

Planning Board discussion

Chairman Thomas opened it up to the Board for discussion.

Mr. Galloway remarked that the State of Florida is growing by at least 1,000 people a day and spoke on his support property rights. He prefers elevator access over stairs but does not have a problem with apartments. Mr. Galloway advised that he will not support the proposal because of the density standpoint at the number of units requested. He warned homeowners to be careful of what could be built on the property based on the current zoning. Mr. Galloway urged to try and work something out with the existing applicant to make it better for all.

Mr. Jorczak recognized the need of diversified housing and touched on the recent recommendation on North U.S. Highway 1 for townhome construction near the Interstate 95 interchange and Plantation Oaks development, and expressed the positive development pattern in comparison to surrounding communities, credit of City Commission, staff and advisory groups. Mr. Jorczak commented on how the developer has gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. He added that the builder has the right to develop within the existing parameters of the density. Mr. Jorczak concurred with Mr. Galloway in not being able to support the proposal to increase the allowable density, knowing the growth that is to come out of the area to the west with the Avalon Park development.

Ms. Shull asked what zoning the property would be classified as if denied and what those zoning restrictions would be. Mr. Spraker answered likely the B-1, Professional Office-Hospital zoning district. This would allow for uses such as Office, Retail, Hospital, Multi-Family (10 units per acre), and added that the analysis had not been done as of yet. He remarked that the Planning Board would have the opportunity to discuss and decide on that matter as well. All of the possible zoning categories allow multi-family and retail uses. Mr. Spraker reiterated that there are other more intensive uses that are allowed on the property by right. Ms. Shull expressed her concern with traffic issues, knowing the area well, but does like the project itself.

Mr. Scudiero concurred with the Board and expressed the same concerns.

Chairman Thomas explained that 136 additional units are being asked for, which is among the many reasons, including traffic, of why he cannot support it. Chairman Thomas delivered reassurance that the Board is not against the apartments in general.

Board discussion ensued regarding the two schools in close proximity and a third on its way being the source of the traffic congestion.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to deny PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and North Tymber Creek Road. Mr. Galloway seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Chairman Thomas concurred and entertained a motion.

Mr. Jorczak motioned to deny PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 Tymber Creek Road. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

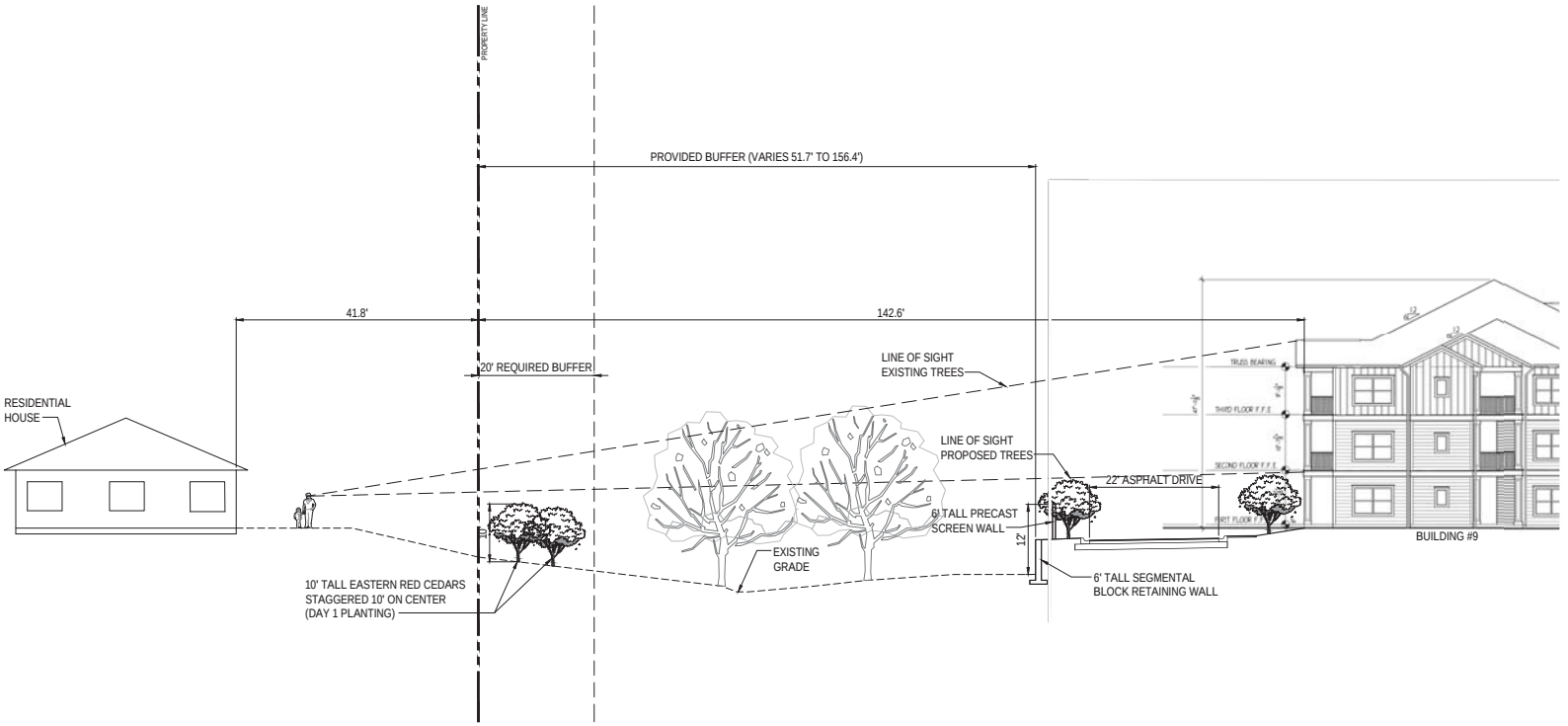
C. PBD 2022-092 – Planned Business Development, Development Order Amendment, Ormond Central Self-Storage, 1 South Old Kings Road, 760 West Granada Boulevard, no address (Volusia County parcel number: 4241-01-11-0130), and no address (Volusia County parcel number: 4241-01-11-0120)

Mr. Steven Spraker, Planning Director, explained the request submitted by the property owner, Ormond Central Investors, LLC, for a Planned Business Development amendment (PBD) which seeks to allow two amendments; (1) a three-story indoor self-storage use with a building of 106, 140 square feet and associated site improvements as an allowed use within the Ormond Central property, and two (2) to amend the allowed Floor Area Ratio (FAR) from 55,000 square feet to 131,140 square feet for the entire Ormond Central Property. The subject property is approximately 8.73 acres. Mr. Spraker stated that it already has a Planned Development zoning and has gone through SPRC, two neighborhood meetings, and now goes through the Planning Board with the recommendation going on to City Commission. The land use is Residential/Office Retail with a zoning of Planned Business Development (PBD). Mr. Spraker added that in 2017 there was a PBD that approved a master planned development including a spine road and a master storm water system including four lots for development. The development order included the B-9 uses and retail, pharmacy, bowling center and restaurant types with detailed conditions of no truck traffic on Old Kings Road. The 75-foot building height was brought down to 45 feet and established a Floor Area Ratio (FAR) for a maximum of 55,000 square feet. Mr. Spraker stated that the project is underway for the infrastructure improvements currently with the spine road, stormwater pond, and now getting the lots ready for the infrastructure.

Mr. Spraker stated that the landscape plan has been upgraded as a result of the neighborhood meeting. Regarding traffic, it was advised that the original development order approved a 24,000-square-foot retail building in unit 1, the traffic study allowed 2,700 daily average trips, and when taking the passerby and internal capture, leaves 1,777 average new daily trips. He added that the project civil engineer provided a trip generation of 265 trips which is an 85 percent reduction based on the self-storage use.

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

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C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture

LINE OF SIGHT EXHIBIT - DAY 1
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

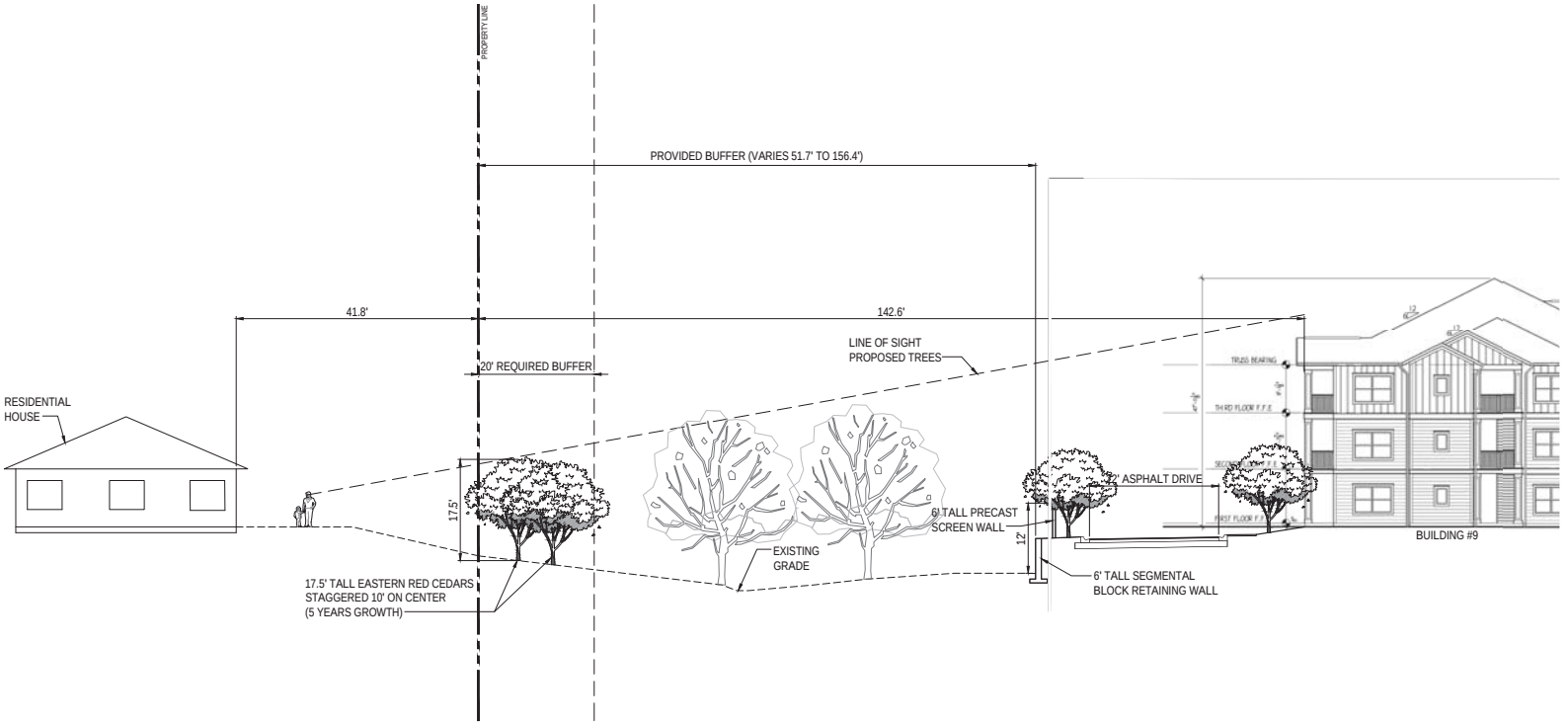
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-1

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



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LINE OF SIGHT EXHIBIT - 5 YEARS

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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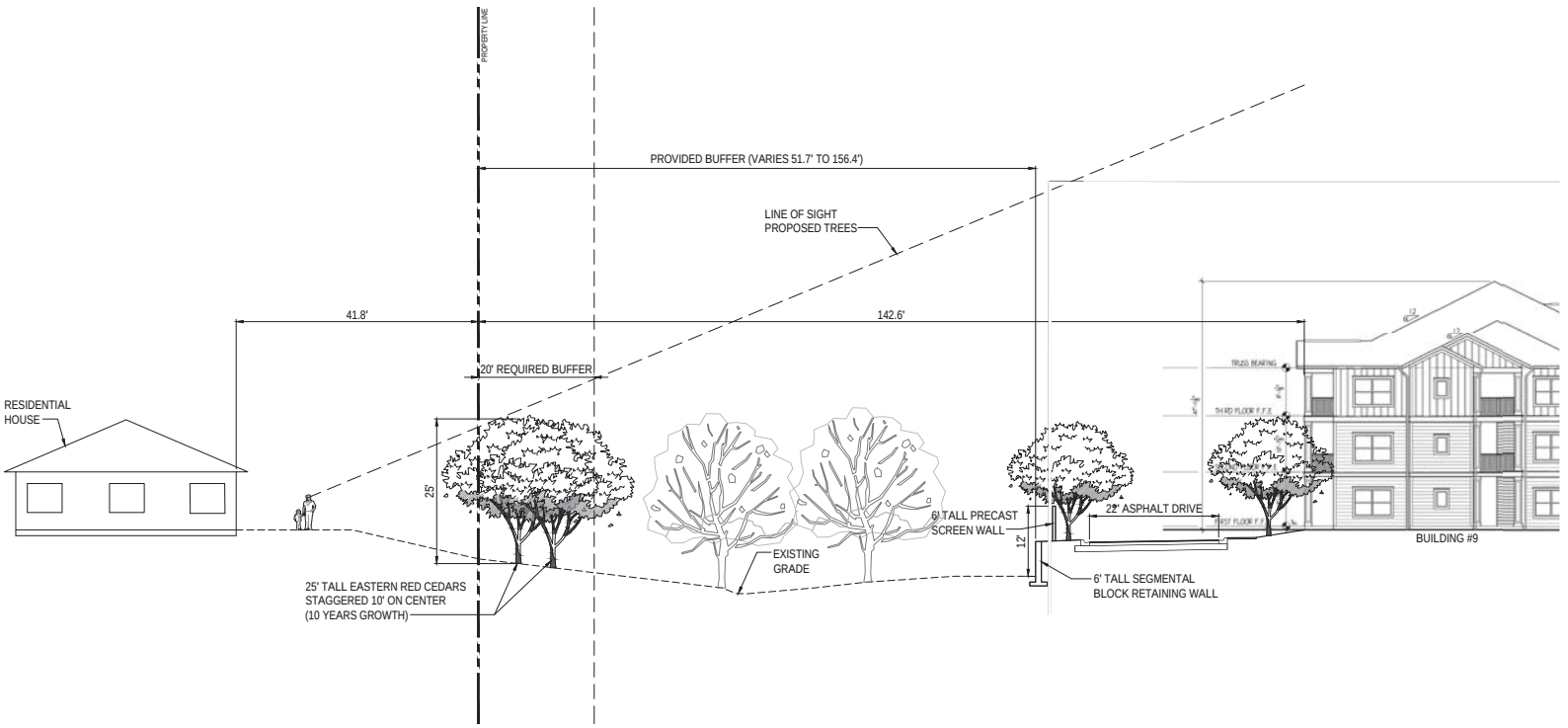
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-2

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



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LINE OF SIGHT EXHIBIT - 10 YEARS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-3

From: Lucille Goggi
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Thursday, December 1, 2022 11:32:58 AM

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Anyone who lives in this area realizes adding more density to vacant land is a huge mistake. Traffic in the area has increased drastically already. All the building in nearby Daytona is going to make it worse. Then throw in Avalon Park for a stand still Granada Blvd.

Because of the clear cutting of land, our environment is declining. Trees provide us with needed cleaning of our air and so much more. Where are the poor animals going to live?

So, why does our area need this apartment complex? It does NOT fit our area. All the homes around here are single family. Why can't that be considered instead of hordes of apartments? That would minimize impact. Where are the trees to absorb the rain and prevent flooding? Where will the animals live to keep nature in balance?

And when is Volusia County going to become concerned about the environment instead of more money in the coffers. We need more green space, not less. We voted for more Green Space.

Seems like no one cares about destroying Ormond Beach. Please DO NOT approve this project.

Thank you for reading my concerns.

Lucille Goggi
Breakaway Trails

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Cheray Cooney
To: Spraker, Steven
Subject: FOR PLANNING BOARD - TYMBER CREEK APARTMENTS
Date: Sunday, December 4, 2022 7:11:08 PM

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To Whom it may concern
Being a resident of Ormond Beach for over thirty years I am disheartened by all the development that has been allowed in our community.
Now someone is wanting to build apartments in an area that is all homes?? WHY!!??
That area does NOT need 300 hundred more cars in and out on Tymber Creek and SR40. To me that is ridiculous. Please take into consideration the impact that building apartments in this area will have on the value of the homes in the area. I do NOT believe that this is in the best interest of our community.
Building these apartments is a very bad idea. If it were up to me to put my vote in it would definitely be NO!!
Thank You
Cheray Eckersen-Cooney
Sent from Mail for Windows

From: Beth Putnam
To: Spraker, Steven
Subject: For planning board
Date: Sunday, December 4, 2022 9:53:53 AM

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I am totally against the building of apartments at the timber Creek project. The resident density and increased traffic is unreasonable for our area, not to mention the strain on our water supplies and infrastructure. I urge the board to turn this project down.
Beth Putnam, 83 Dix Avenue, ormond beach

Sent from my iPhone

From: Joanne Garnett
To: Spraker, Steven
Subject: 101 Fiesta Drive, Small-Scale Land Use Map Amendment and Zone Change Request
Date: Wednesday, December 7, 2022 1:14:04 PM

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Hello, Steven -

I'm a fairly new resident of Fiesta Heights, having moved to 111 Pinion Circle two years ago. I became aware of the land use and zone change request for 101 Fiesta Drive when my neighbor notified me about it a few days ago, and today I read over the staff reports and applications and walked to the property to do an onsite visit.

First off, thank you for the very thorough and thoughtful research regarding both requests. You presented both sides of the equation quite well and I appreciated that. Because I'm relatively new to the area, I don't have the institutional memory that many of my neighbors have about this subdivision and the adjoining office building. At the same time I do have some concerns which are largely based on my understanding that zone changes cannot be approved with conditions. In other words, even though the applicant is proposing that 101 Fiesta Drive be used for a parking lot, they could still be entitled to all the uses allowed in the proposed B-1 rezoning category. They are certainly stating that they only intend to construct a parking lot on the site, but are there any legally mandated guarantees that would preclude another office building from being constructed on the property in the future?

Aside from the potential for the rezoning to open up the lot to other uses in the B-1 zoning district, my concerns focus on the proposed parking lot's access, lighting, landscaping, and drainage. I am very glad to see that there would be a required neighborhood meeting and Site Plan Committee review before any lot development can occur, assuming the requests are approved. There is definitely a need for conversations among all parties before this moves forward: residents, Site Plan Committee, and the applicant. I would ask that these items be addressed:

Access: Looking at the site plan, it does not appear that the proposed parking lot will have access to Fiesta Drive. This must be confirmed, because we live in a residential neighborhood that is 100 percent built out. That corner does not need additional traffic on it that is not related to the subdivision itself.

Lighting: This is a critical issue, because no one wants parking lot lights shining into their windows at all hours of the night. Plans for lighting, if any, needs to be worked out with adjoining neighbors.

Landscaping: The site plan proposes several trees, vegetation, and fencing. This should help decrease vehicle noise to nearby residents. How are they enforced, and is there a timeline for their completion? Is there a requirement for the type of fencing that would be constructed to separate the parking lot from adjoining residential land uses?

Drainage: With the amount of storms and rain this area experiences, how will drainage be managed since the lot will be largely paved?

To sum up, this is a well established neighborhood that has been in existence since 1960 and upward (my house was built in 1978, which I believe was the last filing timeframe for the subdivision). The existing residential land use has been in place since before The Trails was developed, other area commercial development occurred, and perhaps before the office building at 801 West Granada was constructed. There is considerable concern that the proposed map amendment and zone change will have negative impacts on the residential subdivision due to further encroachment of nonresidential uses into the neighborhood. This must be carefully considered as part of the Planning Board and City Council discussions. If the requests are approved, there must be protections in place for the adjoining homes so that this subdivision continues to have the feel and character of a residential community.

Thank you for your consideration.

Joanne Garnett, FAICP
111 Pinion Circle
Ormond Beach 32174

From: Maria Lewis
To: Spraker, Steven
Subject: Proposed Tymber Creek Apartment Complex
Date: Thursday, December 8, 2022 12:45:16 PM

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Mr. Spraker

I am writing to you to have my thoughts shared with the members of the Planning Board regarding the proposed apartment complex.

My husband and I grew up in the Coral Gables/Coconut Grove area of Miami, Fl. In the mid-80's we watched the area boom and also become the home of the "cocaine cowboys". As a real estate broker there, our clients were no longer the move up or downsize for retirement in the area....no they were the sell and move out clients. After researching different areas of the state, we chose Ormond Beach as our home to relocate to, start our business over and raise our 2 sons, 3 and 5, at the time. This area reminded us of the community minded area we had grown up in.

The proposed development into a 300 unit apartment complex behind Walgreens will essentially change that quality of life for many residents on the west side of Ormond Beach. With rents being on the unaffordable side, you have the potential of 4 adults living in a 2 bedroom unit creating the potential for not just 600 additional cars on the road but much more than that. impacting Tymber Creek Road, Airport Road and SR 40. You have the potential of overcrowding Pathways Elementary which already has a student:teacher ratio of 14:1. Yes, that is higher than the state average of 17:1 but remember Miami, Orlando, Ft Lauderdale, Jacksonville & Tampa are included and they are densely populated cities. I do not believe the residents of Ormond Beach want to become another Orlando or Miami.

What about our infracstructure impact? What about the additional services that will be needed?

This proposal may be for the highest use of this property but it is not the best use. We are sorely lacking in a nice Trails North Forty or South Forty style of home here ....I understand the property is currently zoned for a much lower density.....let's stick with that!

Thank you for your time.

Sincerely,

Maria Lewis

Maria Lewis
REALTOR/Broker-Associate

Re/Max Hall of Fame
Certified Residential Specialist (CRS)
Certified Luxury Home Marketing Specialist (CLHMS)
Seniors Real Estate Specialist (SRES)

Direct: 386.295.5898

#Your *Family* REALTOR

www.MariaLewis.com

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 8.B
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-10
Strategic Goal:	Community Development - Other		
Department :	Planning & Building		
Subject:	Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development		
Budget Impact:	There is no budget impact as the result of the issuance of a development order.		
Summary:	This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow construction of 300 multi-family residential units and associated site improvements on 19.62 acres located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The Planning Board recommended the City Commission deny the issuance of a development order based on concerns regarding traffic and density.		
Recommended Action:	The City Commission has three (3) options in the review of this application: 1. Approve as submitted; 2. Deny as submitted (Planning Board recommendation); or 3. Approve the project with conditions. This option would approve the development with a unit number somewhere between the requested 270 units and allowed 164 units. This option could maintain the public benefits offered (limitation of access on Tymber Creek Road, additional landscape buffers, additional preservation, and larger than required building setbacks). This option would lock in a lower traffic generation than other potential uses on the developable land area of 16.42 acres. The Planning Board recommended that the City Commission deny the issuance of a development order to allow construction of multi-family units on 19.62 acres at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The Planning Board's original site plan application for review was for 300 units that staff recommended approval of 270 units with the removal of former building 8.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	4/10/2023	
Claire Whitley, Assistant City Manager	4/10/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Steven Spraker, Planning Director

Date: April 18, 2023

Subject: Issuance of a Development Order, Tymber Creek Apartments, Planned Business Development

Commission Goal: Community Development - Other

Introduction

This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 270 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. This item has been continued since the January 24, 2023 City Commission meeting. The project team has resubmitted site plans that reduce the number of residential units from 300 to 270 and provided additional buffering to Indian Springs as part of the issuance of the development order.

Background

The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County “Environmental System Corridor” (ESC) to City of Ormond Beach “Open Space/Conservation” (OS/C) and Volusia County “Urban Low Intensity” (ULI) to Ormond Beach “Residential, Office, Retail” (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of “General Commercial” and a zoning designation of B-8, Commercial.

The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. Walgreens is located at 2001 West Granada Blvd and 30 North Tymber Creek Road (stormwater

pond). There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, is the Coquina Presbyterian Church and the Indian Springs subdivision.

The application seeks to allow 270 multi-family residential units as a Planned Business Development. The Planned Business Development is reviewed and acted upon as two (2) separate actions:

1. Zoning map amendment from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to PBD, Planned Business Development. The zoning map amendment is the action sought for this agenda item.
2. **Issuance of a development order to construct 270 multi-family residential units and associated site improvements on 19.62 acres.**

The two actions (2) will be discussed together at the public hearing and will require separate votes. The zoning map amendment is the application under consideration in this report. The items are intertwined and if there is a desire to approve or approve with conditions the issuance of the development order, then the zoning map amendment needs approval first. If there is a desire to deny the issuance of the development order, then the zoning map amendment should also be denied.

Discussion

Within the Land Development Code there are threshold trigger points that require projects to obtain approval through a public hearing. The philosophy of the Land Development Code is to allow the Site Plan Review Committee (SPRC), a technical committee of city staff, to review and approve permitted uses. Projects that trigger thresholds are required to be reviewed by the SPRC, Planning Board, and City Commission. There are many trigger thresholds within the Land Development Code. The Tymber Creek Apartments have three (3) trigger thresholds within the project submittal as follows:

1. Density. The zoning density allows 10 units per acre and the land use density allows more units per acre. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
2. Building Height: The Planned Business Development allows additional height over the 30’ allowed by the zoning district. The request for the additional building density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
3. Building Length of Buildings 3, 4 and 8: The conditional use criteria for dwelling, multifamily requires a Planned Business Development for buildings over 180 linear feet. The request for the building length is not a waiver/variance, but does require a public review and an analysis of the development order criteria.

The project is not seeking waivers of any development standard.

Site plan updates since the January 24, 2023 City Commission packet:
On April 3, 2023, a site plan submittal was made to the Site Plan Review Committee. Staff's summary of the changes are as follows:

1. Decrease of residential units from 300 to 270.
2. Site plan amended to delete former building 8 and relocate/reallocate the residential units to create additional buffering and setbacks to the Indian Springs properties.
3. The proposed density was 18.27 under the original submittal and is now proposed at 16.44 units per acre with a total of 270 units.
4. The parking spaces have been reduced from 600 parking spaces to 540 parking spaces.
5. On Sheet 15, former building 8 has been deleted.
6. On Sheet 15, the two buildings on the north area of the property have been combined into proposed building 8 with 48 residential units.
7. On Sheet 15, the proposed building 8 is 351.5' linear feet and building 4 is 249' linear feet. Building 3, as originally shown, remains at 249' in length. Buildings exceeding 180 linear feet require approval through the planned development process.
8. On Sheet 84, the tree preservation area was 4.99 acres (25.5% of the site). Tree preservation proposed with the site redesign is 5.44 acres (27.8% of the site). Note the required tree preservation is 2.94 acres (15% of the site).
9. On Sheet 88, the existing building to building distance to 39 Indian Springs was 218.1'. The April 3, 2023 site redesign is now proposed at 265.1'. The existing building to building distance to 40 Indian Springs was 176'. The April 3, 2023 site redesign is now proposed at 298.5'.
10. On Sheet 18, the natural buffer distance is now 136' to 146'. Note that the Land Development Code requires a 20' buffer area.

Key project attributes include:

1. Density: Land use density allowed = 471 residential units (28.72 units per acre). Zoning density allowed = 164 units (10 units per acre). **Tymber Creek Apartments density requested = 270 residential units (16.44 units per acre).** The Planned Business Development is required to obtain the density allowed by the land use, which is over the zoning density standard of 10 units per acre.
2. Traffic: The project has been issued Florida Department of Transportation permits. The traffic impacts have been reviewed by the Florida Department of Transportation, Volusia County, a traffic consultant retained by the city and meets applicable traffic requirements. It is important to note that the existing land uses and zoning allow uses that could generate more traffic than the proposed use.
3. Stormwater/Wetlands: The project has obtained a Saint Johns River Water Management District permit. The project has 2.40 acres of wetlands. The project impacts are 0.14 acres or 5.7% of the wetland area. The remaining area of

wetlands is 2.26 acres.

4. There are 7 historic trees on-site (4 Bald Cypress & 3 Live Oaks), all of which are being saved.
5. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 5.44 acres or 27.8% of the site which is proposed tree preservation, which includes the north and west areas of the site. The project redesign increased the tree preservation from 4.99 acres to 5.44 acres.
6. The landscape buffers required for this project are 20-foot landscape buffers for the north, west & east sides of this parcel. The northern landscape buffer proposed along the Moss Point subdivision in the northwestern portion varies from 195' to 130' and narrows to 70' in the northeastern portion of the buffer. The proposed west landscape buffer, abutting Indian Springs, varies from 176' to 218' based on the updated re-design of the site. The previous west buffer was 140' to 57' feet in the original design. The proposed east landscape buffer along Tymber Creek Road is 20 feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffer around the Walgreens pond to the north requires 6' foot, which is shown, the west landscape buffer requires 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County Pond to the north, west and south sides require a 6' foot buffer and an 11'-6" foot is being proposed.
7. Buildings 1, 2, 4, 6, 7, 8 and 9 are 162 linear feet. Building 5 is 175 linear feet. Buildings ~~10~~ 3 and 4 are ~~is~~ 249 linear feet and building 8 is 351.5 linear feet in width. **Section 2-57(22)(c) of the Land Development Code requires Planned Development for any building length exceeding 180 linear feet.**
8. **The proposed building height is 39'5" for the multi-family buildings.** The B-8, Commercial allowed building height is 30'. Section 2-36(d)(3) of the Land Development Code states, "Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes." The application is seeking a building height of 39'5"The project has provided public benefits through the Planned Business Development that may or may not occur with a permitted use site plan. These include restricted access onto Tymber Creek Road, larger building setbacks, increased landscape buffers, increased overall land preservation, minimal wetland impacts, turning of a building, and increased fence/wall buffering.

Input has been received through the neighborhood meeting and correspondence received that includes the following concerns regarding the overall project:

<u>Traffic</u>

1. Concerns about U-turn movements on West Granada Boulevard.
2. Traffic is awful/horrendous already.
3. The right-hand turn into Indian Springs is treacherous.
4. Negative impacts at the intersection of West Granada Boulevard and Tymber Creek Road.

Incompatible use

1. Impact to the existing residents in the area of the planned development.
2. Will make our community less safe.
3. We are a single-family community!
4. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.

Density

1. Density should be maintained at 10 units per acre.
2. If the Land Development Code allows 164 units now, then why would an increase be of any value to the residents of Ormond Beach?

Overdevelopment

1. Horrible location planning for apartments.
2. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

Site design

1. Desire of a masonry wall along the Indian Springs property line.
2. The project team should show the building locations and height.
3. Configuration/location of the buildings – specifically building 8.

Quality of Life

1. Only single-family residential has been approved west of I-95.
2. Longtime residents of upscale communities deserve better consideration.
3. The area is already overbuilt and this will do nothing to help the situation.
4. Future management of complex.

Indian Springs

City staff met with residents of Indian Springs, which led to two meetings with the project team and the residents. Residents of Indian Springs presented concerns and comments on the project at an initial meeting on August 15, 2022 and a follow-up meeting on November 16, 2022. The applicant amended the project submittal to extend the location of the masonry wall, lower the building heights, and add additional

plantings. On November 26, 2022, a letter from the Indian Springs Homeowner's Association was received that requested deletion of buildings 8 and 9 and additional wall modifications.

Staff is aware that additional meetings have occurred between the project team and residents of Indian Springs. Staff has not received any additional written information from Indian Springs residents. The updated design submitted April 3, 2023 removes the former building eight and redistributes the units into the current buildings 4 and 8.

The updated design provides additional natural buffering and creates a bigger setback of proposed buildings 7 and 8.

Planning Board

The Planning Board reviewed the issue of the development order at the December 8, 2022 meeting and recommended **denial with a 5-0 vote.** A summary of key points of individuals who spoke at the Planning Board include:

1. The Indian Springs Homeowners' Association representative requested the deletion of buildings 8 and 9.
2. Expressed concern with the proposed increase in density over the zoning designation allowances.
3. No apartment complexes exist west of I-95 in Ormond Beach.
4. Expressed concerns that residential growth should not be approved until there are adequate medical facilities including hospital beds and emergency room capacity.
5. The existing resident's quality of life will be negatively impacted.
6. Expressed concern regarding the increase in traffic and proposed U-turn movements.

Planning Board members stated that they could not support the zoning map amendment that allowed additional density and increased traffic. A Planning Board member noted that developers have gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. The Planning Board minutes are attached to this item. It is important to note that the Planning staff recommendation (which the project team consented to at the meeting) before the Planning Board was 270 residential units. The April 3, 2023 updated plan is the same number of units as the Planning Board reviewed, but has relocated/reallocated the units to create additional buffering and setbacks to the Indian Springs properties.

Budget Impact

There is no budget impact as the result of the issuance of a development order.

Citizen Impact

The City Commission packet included input from the neighborhood meeting, correspondence received, and the Planning Board meeting. The citizen's concerns

include traffic, incompatible use, density increase, overdevelopment, site design, and decreased quality of life. The Planning Board recommended against the requested issuance of a development order.

Recommendation

The City Commission has three (3) options in the review of this application:

1. Approve as submitted;
2. Deny as submitted (Planning Board recommendation); or
3. Approve the project with conditions. This option would approve the development with a unit number somewhere between the requested 270 units and allowed 164 units. This option could maintain the public benefits offered (limitation of access on Tymber Creek Road, additional landscape buffers, additional preservation, and larger than required building setbacks). This option would lock in a lower traffic generation than other potential uses on the developable land area of 16.42 acres.

The Planning Board recommended that the City Commission deny the issuance of a development order to allow construction of multi-family units on 19.62 acres at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The Planning Board's original site plan application for review was for 300 units that staff recommended approval of 270 units with the removal of former building 8.

Attachments:

1. 23-10 Tymber Creek Apartments DO (Cont to 4.18) (P22-0207G)
2. Tymber Creek Apartments DO 4.6.23 (P22-0207G)
3. Exhibit A, Survey
4. Exhibit B, SPRC comments
5. 04.06.2023 Exhibit C, PBD conditions
6. Exhibit D, TCA site plans 04.03.2023
7. Tymber Creek Apartments - Site plan sheets submitted 04.03.2023 (8.5X11)
8. Correspondence received after Planning Board meeting
9. 12.08.2022, Tymber Creek Apartments, Issuance of Development Order PB Report(8.5X11)
10. Planning Board Minutes, TCA - ZMA
11. Internal 5, 2011 WGB - VCPAO

Approvals:

Kelly A. McGuire

Date: April 10, 2023

Kelly McGuire, Finance Director

Claire Whitley, Assistant City Manager

Date: April 10, 2023

Joyce Shanahan, City Manager

Date: April 12, 2023

ORDINANCE NO. 2023-10

AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A DEVELOPMENT ORDER FOR A PLANNED BUSINESS DEVELOPMENT TO BE LOCATED AT 36 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0221) AND 2011 WEST GRANADA BOULEVARD (VOLUSIA COUNTY PARCEL NUMBER 4125-00-00-0243), TO BE KNOWN AS THE "TYMBER CREEK APARTMENTS"; AUTHORIZING THE DEVELOPMENT OF 270 MULTI-FAMILY RESIDENTIAL UNITS AND ASSOCIATED SITE IMPROVEMENTS UNDER CERTAIN CONDITIONS; ESTABLISHING CONDITIONS AND EXPIRATIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, VCP Ormond Beach II, LLC, a Florida limited liability company, is the owner of real property ("Property Owner") located at 36 North Tymber Creek Road (Volusia County parcel number 4125-00-00-0221) and 2011 West Granada Boulevard (Volusia County parcel number 4125-00-00-0243), as more particularly described and depicted in Exhibit "A" to the Planned Business Development (PBD) Development Order attached hereto and incorporated herein ("Property"), and

WHEREAS, the Property Owner has initiated this Ordinance for the issuance of a Development Order for a Planned Business Development to allow 270 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 19.62 acres, to be known as the "Tymber Creek Apartments" as described and depicted in the PBD Development Order attached hereto and incorporated herein, and

WHEREAS, the Property has been rezoned from Volusia County RC, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial, to Planned Business Development (PBD), and

WHEREAS, the proposed Project shall maintain the uses and dimensional standards of the B-8, 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(d)(2) of the *Land Development Code*, and has recommended denial 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)(2), *Florida Statutes* and has considered the following:

(1) The report and recommendations of the Planning Board;

(2) The report and recommendations of the Site Plan Review Committee;

(3) The comments of governmental agencies, utility corporations and individuals, as received, and

(4) The testimony 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 "Tymber Creek Apartments" project is hereby approved. The Mayor and the City Manager are authorized and directed to execute and issue the attached Development Order for the "Tymber Creek Apartments" Planned Business Development to allow the construction of 270 multi-family residential units and associated site improvements under certain conditions on the Property, consisting of approximately 19.62 acres.

SECTION THREE. Section 2-29(B)(2) of the *Land Development Code* allows a multi-family density of ten units per acre. The land uses of "Residential, Office, Retail" and "General Commercial" of the city's Comprehensive Plan allow a maximum of 471 multi-family units. The request for 270 multi-family units, or 16.44 units per acre, for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby granted.

SECTION FOUR. Section 2-29(B)(3) of the *Land Development Code* allows a maximum building height of 30'. Section 2-36(d)(3) of the Land Development Code states, "Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services." The request for a building height of 39'5" as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby granted.

SECTION FIVE. Section 2-57(22)(f) of the Land Development Code states "No structure shall exceed one hundred eighty feet (180') in length, unless a planned development is obtained." The request for buildings three (3) and four (4) to be 249 linear feet in length and building eight (8) to be 351.5 linear feet in length as shown, described, and depicted in Exhibit "D" to the PBD Development Order is hereby approved.

SECTION SIX. 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 SEVEN. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION EIGHT. This Ordinance shall be effective immediately upon its adoption.

PASSED UPON at the first reading of the City Commission this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE:	**Application of:**	VCP Ormond Beach II, LLC, LLC, a Florida Limited Liability Company
	Application No.	2022-008
	Project Name:	Tymber Creek Apartments
	Property Address:	36 North Tymber Creek Road and 2011 West Granada Boulevard
	Parcel ID No.:	4125-00-00-0221 and 4125-00-00-0243

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 April 18, 2023, and May 2, 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;

6. Ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe;

7. The proposed development is functional in the use of space and aesthetically acceptable;

8. The proposed development provides for the safety of occupants and visitors; 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 VCP Ormond Beach II, LLC, a Florida limited liability company ("Applicant/Property Owner") located at 36 North Tymber Creek Road (Volusia County parcel number 4125-00-00-0221) and 2011 West Granada Boulevard (Volusia County parcel number 4125-00-00-0243) as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein ("Property"), for a Development Order for a Planned Business Development to be known as the "Tymber Creek Apartments", to allow the construction of 270 multi-family residential units and associated site improvements under certain conditions on 19.62 acres on that Property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference, is hereby granted, subject to the following conditions:

1. All applicable provisions of Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-36, PBD, Planned Business Development District, of the City of Ormond Beach *Land Development Code*, except as otherwise specifically modified hereby, shall at all times be strictly complied with;

2. The outstanding comments from the Site Plan Review Committee list in Exhibit "B" shall be satisfied;

3. Full and complete compliance with the Planned Business Development Conditions described in Exhibit "C";

4. Full and complete compliance with the Applicant's Site Plan attached as Exhibit "D";

B. The final plans for the development project shall be consistent with all the conditions listed in this Development Order and as depicted in the plans that are attached hereto and incorporated herein by reference as Exhibit "D".

C. No material change shall be made to the final plan for the development project without further review by the Planning Board and approval by the City Commission in accordance with the procedures for the approval or modification of development orders.

D. All site construction activity shall be performed in strict compliance with the terms and conditions of this Planned Business Development Order approved for this development project, and of the *Land Development Code*.

E. If the final plan approval lapses under the provisions of Section 1-14(3)(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. In the event a building permit has not been issued within thirty-six (36) months, which date shall be May 2, 2026, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II, Section 1-14(3)(a), of the *Land Development Code.* If a building or site engineering permit is issued on or before May 2, 2026 the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of the Property Owner, and shall be binding on the Property Owner, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this 2nd day of May, 2023.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

EXHIBIT "A"
Page 1 of 2

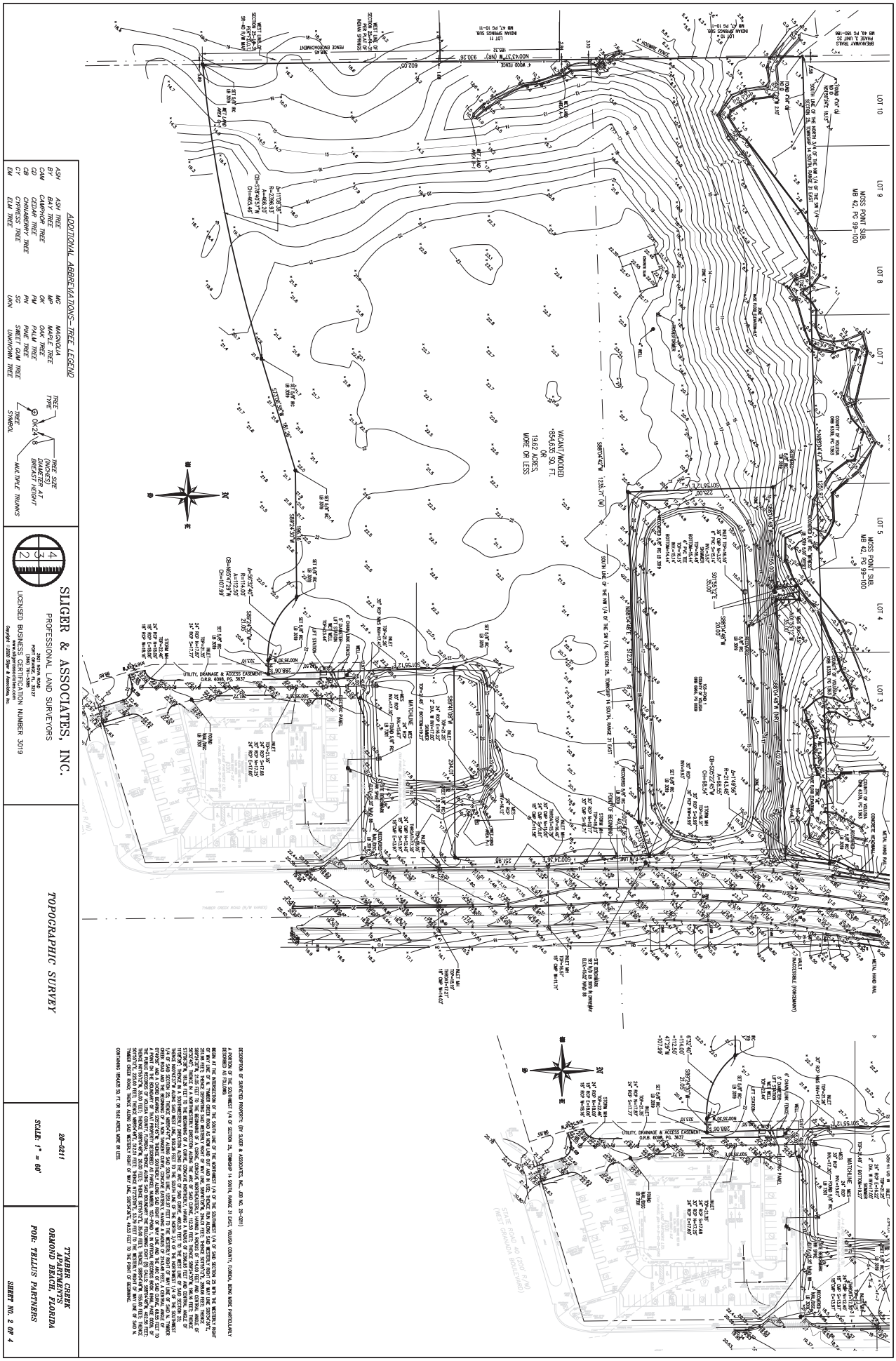
LEGAL DESCRIPTION:

DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20–0211)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103–POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.


ADDITIONAL ABBREVIATIONS—TREE LEGEND
ASH TREE
BAY TREE
CAM CAMPHOR TREE
CD CEDAR TREE
CB CHINABERRY TREE
CY CYPRESS TREE
ELM ELM TREE
MG MAGNOLIA
MP MAPLE TREE
OAK OAK TREE
PM PALM TREE
PN PINE TREE
SG SWEET GUM TREE
UNKN UNKNOWN TREE
TREE SYMBOL
TREE TYPE
TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT
MULTIPLE TRUNKS
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NUMBER 3019
TOPOGRAPHIC SURVEY
20-0211
SCALE: 1" = 60'
TYNDER CREEK APARTMENTS
ORMOND BEACH, FLORIDA
FOR: TELLUS PARTNERS
SHEET NO. 2 OF 4
DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-0211)
A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1); THENCE SOUTH 00°50'12" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 1225.71 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, SOUTH 89°04'42" WEST, 20.00 FEET; THENCE SOUTH 00°50'12" EAST, 35.00 FEET; THENCE SOUTH 89°04'42" WEST, 1255.71 FEET TO THE EAST LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 00°43'37" WEST, ALONG SAID EAST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89°04'42" EAST, ALONG SAID SOUTH LINE, 1255.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 5; THENCE SOUTH 00°50'12" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 35.00 FEET; THENCE NORTH 89°04'42" EAST, 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,168,635 SQ. FT. OR 26.82 ACRES, MORE OR LESS.
SURVEYOR'S NOTES:
1. BEARINGS ARE BASED ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), AS BEING S00°50'12"E.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY.
3. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR NAMED HEREON.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 1988.
6. THE LANDS SHOWN HEREON ARE LOCATED IN FLOOD ZONE "X" (UNSHADED), AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 12127C0555J, WITH A DATE OF IDENTIFICATION OF 09/30/2004, FOR COMMUNITY NUMBER 125147, IN VOLUSIA COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES ARE SITUATED.
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Project Name: PZ-22-008
Project Description: Tymber Creek Apartments
Review Comments List Date: 11/27/2022

Ref. # 77, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Wall and Building Review, 36.1 WALL DETAILS.pdf

The review of this wall requires the design calculations being reviewed for the structural capability adjacent to the wet detention facility and the building in close proximity. The two structures will require separate building permits. The City of Ormond Beach will require an independent review by a structural engineer for the correlation between the structures. This review will be completed and the cost will be the responsibility of the developer.

Ref. # 78, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Building Code, 36.1 WALL DETAILS.pdf

This should reference the 2020 Florida Building Code (7th Edition).

Ref. # 79, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil- Building Location, 36.1 WALL DETAILS.pdf

Show the location of the building foundation on this cross section.

Ref. # 80, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Distance, 36.1 WALL DETAILS.pdf

Provide distance from segmental wall to building footprint.

Ref. # 81, Civil Engineer, David Allen, 11/1/22 3:02 PM, Cycle 6, Unresolved

Markup: Civil-Wall Comments, 36 WALL DETAILS.pdf

See the comments on Sheet 36.1 regarding the review of the segmental block walls.

Ref. # 83, Civil Engineer, David Allen, 11/16/22 3:14 PM, Cycle 6, Unresolved

Markup: Civil-Lighting, 91 PHOTOMETRIC.pdf

The details for the lighting includes wall mounted, WSG4L45K, fixtures. However, the photometric plan does not indicate additional foot-candles. Where will the wall mounted lights be placed? Will these light fixtures also need the glare guards?

Ref. # 73, Landscape Architect, Cara Culliver, 7/13/22 11:25 AM, Cycle 4, Unresolved

Markup: Landscape Comment Sheet 67, 67 OVERALL LANDSCAPE.pdf

- The provided ground covers for the front buffer is 153 and not 212, please check the math.

Ref. # 75, Landscape Architect, Cara Culliver, 8/9/22 5:08 PM, Cycle 5, Unresolved

Markup: Total Amount of Tree Provided Chart, 72 LANDSCAPE DETAILS.pdf

- See mark-up regarding the numbers, please correct.

Ref. # 82, Landscape Architect, Cara Culliver, 11/3/22 2:21 PM, Cycle 6, Unresolved

Markup: Sheets 67 & 72, 67 OVERALL LANDSCAPE.pdf

- Sheet #72 was not submitted and has outstanding comments.
- Sheet 67 has not been corrected, comment on project doxs.

TYMBER CREEK APARTMENTS
PLANNED BUSINESS DEVELOPMENT CONDITIONS

1. Section 2-29(B)(2) of the Land Development Code allows a multi-family density of ten (10) units per acre. The land uses of "Residential, Office, Retail" and "General Commercial" of the city's Comprehensive Plan allows a maximum of 471 multi-family units. The request for 270 multi-family units or 16.44 units per acre for the Planned Business Development as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
2. Section 2-29(B)(3) of the *Land Development Code* allows a maximum height of 30'. Section 2-36(d)(3) of the Land Development Code states, "Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services." The request for a building height of 39'5" as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby granted.
3. Section 2-57(22)(f) of the Land Development Code states "No structure shall exceed one hundred eighty feet (180') in length, unless a planned development is obtained." The request for buildings three (3) and four (4) to be 249 linear feet in length and building eight (8) to be 351.5 linear feet in length as shown, described, and depicted in Exhibit "D" to the PBD Development Order are hereby approved.
4. The project access is proposed through a master access point on West Granada Boulevard that will serve multiple uses including the existing Walgreens. The existing master access point for the commercial uses has an approved site plan to shift to the west from the existing Walgreens access point, in accordance with the approved Florida Department of Transportation permit.
5. Along Tymber Creek Road, the project proposes an emergency access only access point. The emergency access point is designed to allow access from fire station #94. The emergency access point would not allow general traffic to access Tymber Creek Road. The access point to Walgreens will remain unchanged. Based upon the connectivity of the overall parcels, individuals of the Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot. The project is required to install a right-hand turn lane on Tymber Creek Road into the Walgreens project.

6. The landscape buffers required for this project are 20' foot landscape buffers for the north, west & east sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195' to 130' and narrows to 70' in the northeastern portion of the buffer. The proposed west landscape buffer, abutting Indian Springs, varies from 176' to 218' based on the updated re-design of the site. The previous west buffer was 140' to 57' feet in the original design. The proposed east landscape buffer along Tymber Creek Road is 20' feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffers around the Walgreens pond to the north requires a 6' foot which is shown, the west landscape buffer requires a 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County pond to the north, west and south sides require a 6' foot buffer and a 11'-6" foot is being proposed.
7. There are 7 historic trees on-site (4 Bald Cypress & 3 Live Oaks) all of which are to be saved.
8. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 5.44 acres of proposed tree preservation which includes the north and west areas of the site.
9. The project has fencing as follows:
   A. Decorative aluminum open style, 6' high: along Tymber Creek Road, Volusia County stormwater pond, entrance road.
   B. PVC vinyl, 6' high: along interface of north wetland area ("Open Space/Conservation" area) and portion of area abutting Coquina Presbyterian Church.
   C. Masonry wall, 6' high: Along area of Indian Springs, including on top of the retaining wall and abutting the future commercial area of 2041 West Granada Boulevard.

   Fencing screen wall and retaining wall details on Sheets 36, 36.1, and 36, of Exhibit "D".
10. Phasing of project may be approved by the SPRC as a minor modification to the development order. The SPRC may allow Certificate of Occupancy for individual buildings that re completed in terms of building and site improvements and the reminder of the site is protected for construction activities.
11. 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.
12. The Planned Business Development would incorporate the uses and dimensional standards of the B-8, Commercial zoning district, except as amended in Exhibit "D".

	INDEX OF SHEETS
DWG.NO.	DESCRIPTION
1	COVER
2-5	BOUNDARY AND TOPOGRAPHIC SURVEY
6-8	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES
9-11	DEMOLITION AND SWPPP PLAN
12	STATE ROAD 40 RIGHT-OF-WAY SWPPP
12.1	STATE ROAD 40 RIGHT-OF-WAY SWPPP
13	TYMBER CREEK ROAD RIGHT-OF-WAY SWPPP
14	SWPPP DETAILS AND NOTES
15	OVERALL DEVELOPMENT PLAN
16	OVERALL PHASING PLAN
17-18	SITE LAYOUT PLAN
19-20	STRIPING AND SIGNAGE PLAN
21	S.R. 40 OVERALL TURN LANE IMPROVEMENTS
22	S.R. 40 RIGHT TURN LANE RIGHT-OF-WAY IMPROVEMENTS
23	S.R. 40 RIGHT TURN LANE R-O-W DRAINAGE & GRADING
23.1	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
23.2	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
24	TYMBER CREEK ROAD RIGHT-OF-WAY IMPROVEMENTS
25	TYMBER CREEK ROAD R-O-W DRAINAGE & GRADING
26	DRAINAGE PLAN
27-28	DRAINAGE DETAILS
29	STORMTECH DETAILS
30	POST-DEV WATER TABLE CALCULATION PLAN
31	ACCESS ROAD DRAINAGE PLAN
32	ACCESS ROAD STORMTECH DETAILS
33	WALGREENS DRAINAGE MODIFICATION PLAN
34-35	GRADING PLAN
36-37	RETAINING WALL DETAILS AND NOTES
38-42	CROSS SECTIONS
43-44	UTILITY PLAN
45	PLAN AND PROFILE
46	PLAN AND PROFILE
47	PLAN AND PROFILE
48	PLAN AND PROFILE
49	PLAN AND PROFILE
50	PLAN AND PROFILE
51	UTILITY CONFLICT DETAILS
52	UTILITY DETAILS AND NOTES
53-55	CITY OF ORMOND BEACH LIFT STATION DETAILS
56-57	CITY OF ORMOND BEACH DETAILS
58	MISCELLANEOUS DETAILS AND NOTES
59-64	FDOT STANDARD CONSTRUCTION DETAILS
65-66	MAINTENANCE OF TRAFFIC
67	OVERALL LANDSCAPE PLAN
68-70	LANDSCAPE PLAN
71	LANDSCAPE PLAN (TYPICAL BUILDING TYPE 1, 2, AND 3)
72	LANDSCAPE DETAILS AND NOTES
73	TREE CREDIT CALCULATION PLAN
74-76	TREE REMOVAL PLAN
77	LANDSCAPE DETAILS AND NOTES
78	OVERALL IRRIGATION PLAN
79-81	IRRIGATION PLAN
82	IRRIGATION DETAILS AND NOTES
83	TREE PRESERVATION PLAN
~~84~~	~~OVERALL TREE PRESERVATION PLAN~~
85	WETLAND IMPACT / PRESERVATION PLAN
86	WETLAND BUFFER EXHIBIT
87	MEAN HIGH WATER MARK BUFFER EXHIBIT
88	BUILDING TO BUILDING SETBACK EXHIBIT
89	AUTOTURN TRUCK PLAN
90	EASEMENT PLAN
91	SITE PHOTOMETRIC PLAN
92	PHOTOMETRIC DETAILS

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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SITE PLAN DRAWINGS FOR

TYMBER CREEK APARTMENTS

SECTION 25, TOWNSHIP 14 S, RANGE 31 E
412500000221 & 412500000230
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

NOVEMBER 2021
REVISED MARCH 2023

LEGAL DESCRIPTION

SEE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS 2-5.

PROJECT STATEMENT

PROPOSE A 270-UNIT APARTMENT COMPLEX CONSISTING OF 8 APARTMENT BUILDINGS, CLUBHOUSE WITH POOL, MAINTENANCE BUILDING, TRASH COMPACTOR AND DOG PARK. THE PROJECT CONSISTS OF 19.62 ACRES WITH 7.517 ACRES OF IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-008
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR
FDOT (ACCESS)	2021-A-591-0007 8
FDOT (DRAINAGE)	2021-D-591-0004 2
FDOT (UTILITY)	.
SJRWMD (STORMWATER)	95674-3
VOLUSIA COUNTY (USE)	2020-P-USE-0578
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

CONTACT NUMBERS

PLANNING & BUILDING - CITY OF ORMOND BEACH (386) 673-3238
WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550

PROJECT TEAM

PROPERTY OWNER/APPLICANT: VCP ORMOND BEACH II LLC
2120 S HIGHWAY A1A
VERO BEACH, FL 32963
EMAIL: GMCMILLAN@TELLUS-PARTNERS.COM
PHONE: (404) 798-5974

ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1230 NORTH US 1, SUITE 3
ORMOND BEACH, FL 32174
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EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

ARCHITECT: ENGLISH ASSOCIATES INC.
3084 MERCER UNIVERSITY DRIVE
ATLANTA, GA 30341
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EMAIL: DENGLISH@ENGLISHASSOCIATESINC.COM

SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
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911 BEVILLE ROAD, SUITE 3
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ORMOND BEACH, FL 32174
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ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
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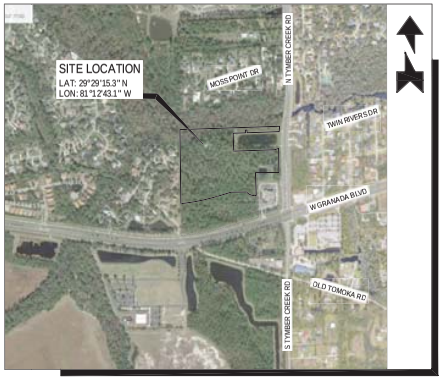
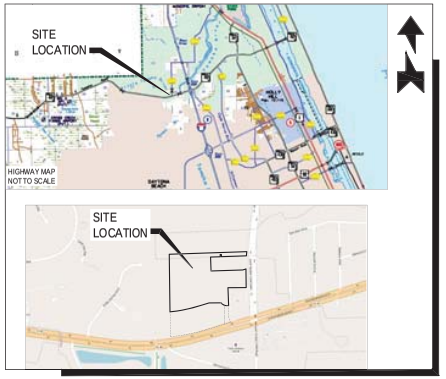
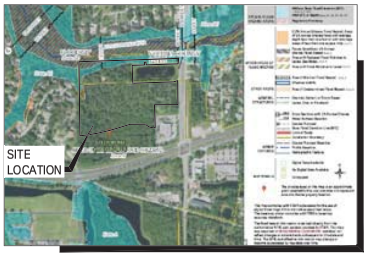


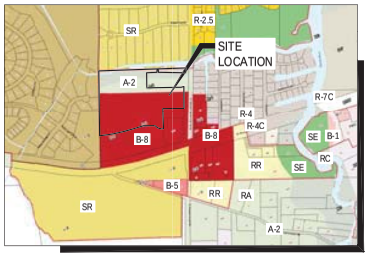
AERIAL MAP
SCALE: 1" = 700'



LOCATION MAP
SCALE: 1" = 1,200'



FLOOD ZONE MAP
SCALE: 1" = 700'
PANEL NO. 12127C0194 J
FLOOD ZONE "X" & "AE"



ZONING MAP
SCALE: 1" = 800'
PROJECT ZONING DISTRICT:
B-8 (COMMERCIAL)



SOILS MAP
SCALE: 1" = 500'
SOIL TYPES: SEE SITE AND GENERAL INFORMATION SHEET No. 5



1230 North US1, Suite 3
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HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER

1

PROJECT No. 2020-06

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

- BENCHMARK ID
- BORING ID
- EXISTING CABLE TV PEDESTAL
- EXISTING CAP OR PLUG
- EXISTING CLEAN OUT
- EXISTING CONDUIT RISER/ MARKER
- EXISTING ELECTRIC METER
- EXISTING ELEVATION (SOFT)
- EXISTING ELEVATION (HARD)
- PROPOSED ELEVATION (SOFT)
- PROPOSED ELEVATION (HARD)
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING FLOW DIRECTION
- PROPOSED FLOW DIRECTION
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING GUY WIRE & ANCHOR PIN
- EXISTING MAIL BOX
- EXISTING MANHOLE (UNKNOWN)
- PROPOSED MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING ROAD SIGNS AND POSTS
- PROPOSED SIGN AND POST
- EXISTING TEE
- EXISTING UTILITY POLE
- EXISTING VALVE IRRIGATION
- EXISTING VALVE WATER
- PROPOSED WATER VALVE
- EXISTING WATER METER
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- FOUND 1/2" CAPPED IRON ROD L.B. #3724
- FOUND 1/2" IRON ROD (NO I.D.)
- FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
- EXISTING EASEMENT
- EXISTING UNDERGROUND FIBER OPTIC CABLE
- EXISTING FORCE MAIN (# INDICATES SIZE)
- EXISTING GAS MAIN
- EXISTING OVERHEAD ELECTRIC CABLES
- EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
- EXISTING RAW WATER MAIN (# INDICATES SIZE)
- EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
- PROPOSED SANITARY SEWER (# INDICATES SIZE)
- PROPOSED WATER MAIN (# INDICATES SIZE)
- EXISTING CONTOUR
- PROPOSED CONTOUR (SOFT)
- PROPOSED CONTOUR (HARD)
- EXISTING UNDERGROUND TELEPHONE CABLE
- EXISTING UNDERGROUND TELEVISION CABLE
- EXISTING UNDERGROUND ELECTRICAL POWER CABLE
- JURISDICTIONAL WETLAND LINE
- EXISTING SANITARY SEWER (# INDICATES SIZE)
- EXISTING WATER MAIN (# INDICATES SIZE)
- EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
- EXISTING SWALE OR CENTER OF DITCH
- PROPOSED SWALE OR CENTER OF DITCH
- EXISTING TOP OF DITCH BANK
- EXISTING BOTTOM OF DITCH BANK
- EXISTING WOOD FENCE
- EXISTING WIRE OR CHAIN LINK FENCE
- PROPOSED WIRE OR CHAIN LINK FENCE
- PROPOSED SILT/SEDIMENT FENCE
- PROPOSED COIR ROLL OR WATTLE
- PROPOSED FLOATING TURBIDITY BARRIER
- PROPOSED TREE PROTECTION

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE. PROPER IRRIGATION SYSTEM SETTINGS ACCORING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
   - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
   - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
   - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
425-010	STRUCTURE BOTTOMS - TYPES J AND P	330-001	TURNOUTS
205	PIPE BACKFILL	546	SIGHT DISTANCE AT INTERSECTIONS
425-021	CURB INLET TOPS - TYPES 5 & 6	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-024	CURB INLET TOP - TYPE 9		
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
430-022	SIDE DRAIN MITERED END SECTION	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
520-001	CURB & CURB AND GUTTER	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
522-002	PUBLIC SIDEWALK CURB RAMPS	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
350-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK	711-001	SPECIAL MARKING AREAS
120-001	EMBANKMENT UTILIZATION		

ABBREVIATIONS

AWWA WORKS	AMERICAN WATER ASSOCIATION	H/C	HANDICAP	SAN	SANITARY
CMP	CORRUGATED METAL PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
		INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CPP	CORRUGATED PLASTIC PIPE	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
CTV	CABLE TELEVISION	K_V	VERTICAL PERMEABILITY	SS	SANITARY SEWER
D/P	DUCTILE IRON PIPE	KO	KNOCK OUT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
ESMT	EASEMENT	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
EXIST	EXISTING	MB	MAP BOOK		
FAC	FLORIDA ADMINISTRATIVE CODE	MES	MITERED END SECTION	TYP	TYPICAL
		MJ	MECHANICAL JOINT	UGE	UNDERGROUND ELECTRIC
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	N/A	NOT APPLICABLE	UGT	UNDERGROUND TELEPHONE
		NIC	NOT IN CONTRACT		
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	NGVD	NATIONAL GEODETIC VERTICAL DATUM	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
		O/E	OVERHEAD ELECTRIC	W	WATER (POTABLE)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	O/R	OFFICIAL RECORD		
		PG	PAGE		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	PSI	POUNDS PER SQUARE INCH		
		PVC	POLYVINYL CHLORIDE		
FH	FIRE HYDRANT	PVMT	PAVEMENT		
FOC	FIBER OPTIC CABLE	R	RADIUS		
FF EL	FINISH FLOOR ELEVATION	RCP	REINFORCED CONCRETE PIPE		
FM	FORCE MAIN				
F/PD	FEET PER DAY	RPM	REFLECTIVE PAVEMENT MARKER		
G	GAS				
GW	GROUND WATER	R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 854,635 SF OR 19.620 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY SLIGER AND ASSOCIATES (SEE SHEET No. 2.1, 2.2, 2.3 & 2.4 OF THESE PLANS).
2. THE EXISTING ZONING IS B-8 (COMMERCIAL) AND A-2 (RURAL AGRICULTURE). THE PROPOSED ZONING IS PBD (PLANNED BUSINESS DEVELOPMENT).
3. THE FLUM IS (1) OPEN SPACE / CONSERVATION, (2) RESIDENTIAL, OFFICE RETAIL AND (3) GENERAL COMMERCIAL.
4. THE TAX PARCEL NUMBERS ARE 412500000221 AND 412500000230.
5. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
6. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (1) APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES, (19) DELAND FINE SAND, 0 TO 5 PERCENT SLOPES, (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, (23) FARMTON FINE SAND AND (51) POMONA-ST. JOHNS COMPLEX.
7. THE SITE IS LOCATED WITHIN ZONE "X" & "AE" PER FEMA MAP PANEL No. 12127C0194 J, DATED FEBRUARY 19, 2014.
8. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
9. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
10. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
11. STORMWATER WILL BE PROVIDED BY INTERCONNECTED EXFILTRATION AND DRY RETENTION PRE-TREATMENT TO WET DETENTION POND SYSTEM.
12. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF ORMOND BEACH.
13. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
14. ACCESS WILL BE PROVIDED FROM S.R. 40 (GRANADA BOULEVARD) WITH A RIGHT-IN AND RIGHT-OUT DRIVEWAY. EMERGENCY ACCESS WILL BE PROVIDED BY CONNECTION TO WALGREENS.

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR 270 UNITS / 16.42 = 16.44 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	120,665	2.770	14.1
PAVEMENT	161,047	3.697	18.8
CONCRETE SIDEWALKS / PADS/ POOL DECK	45,724	1.050	5.4
RESERVED PARKING	11,410	0.262	1.3
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	319,004	7.323	37.3
WET DETENTION PONDS	36,353	0.835	4.3
WETLANDS	104,588	2.401	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	327,436	7.517	38.3
TOTAL PERVIOUS	527,199	12.103	61.7

3. PARKING REQUIREMENTS

UNIT MIX
1.5 SPACES PER 1 BEDROOM x 114 = 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114 = 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144 = 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12 = 24 SPACES
TOTAL REQUIRED PARKING = 540 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	2.0
STANDARD	489	90.6
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
L.B. # 8008
L.C. # 26000094
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Civil Engineering
Transportation, CEI
Landscape Architecture
NEWKIRK ENGINEERING INC.

DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

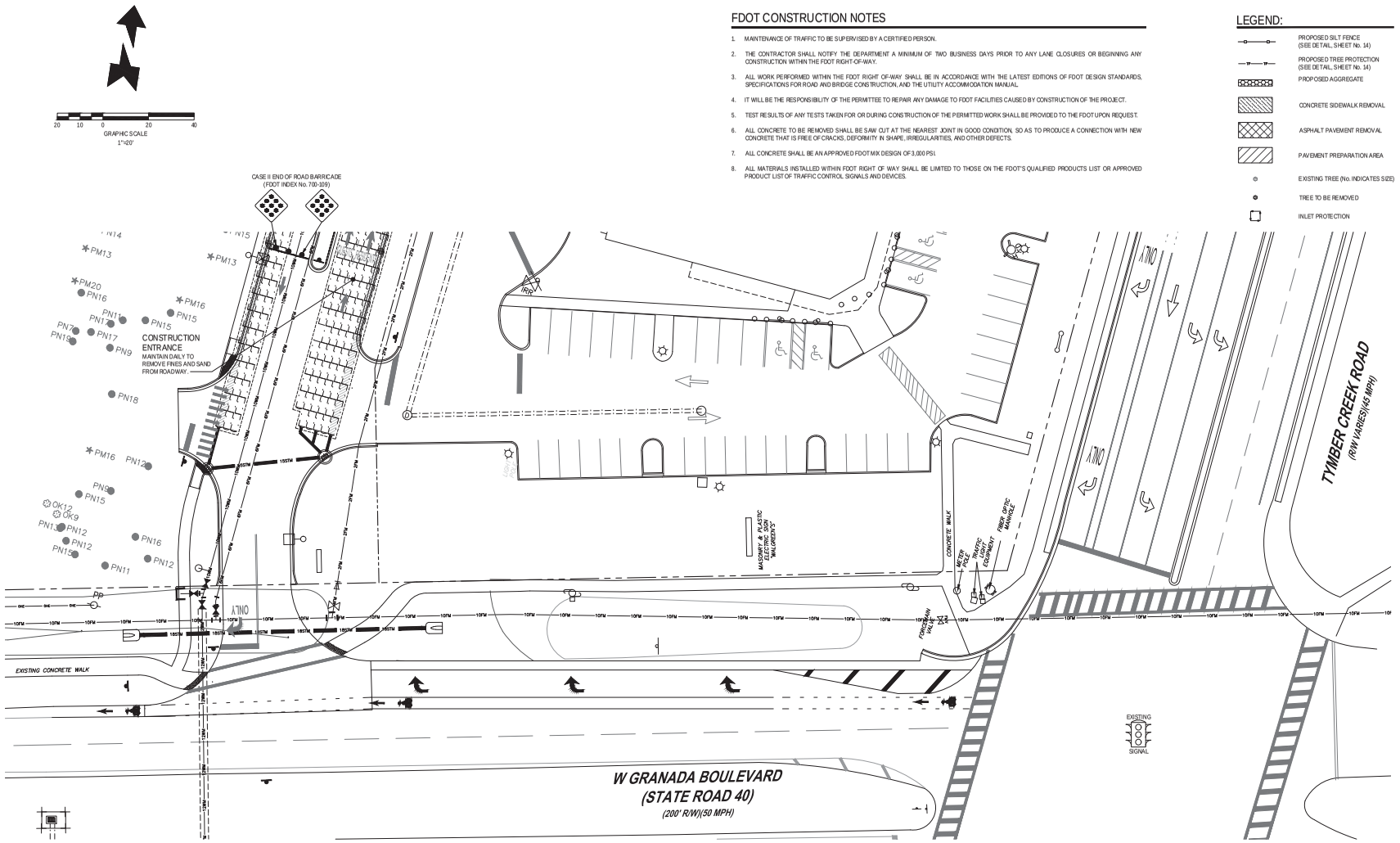
8

FDOT CONSTRUCTION NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, IRREGULARITIES, AND OTHER DEFECTS.
7. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
8. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION



One Nation... One Number... 811 Know what's below. Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
10/25/22	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone: (386) 872-7784
www.NewkirkEngineering.com
C.A. # 30269
L.C. # 26000584
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Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

STATE ROAD 40
RIGHT-OF-WAY SWPPP
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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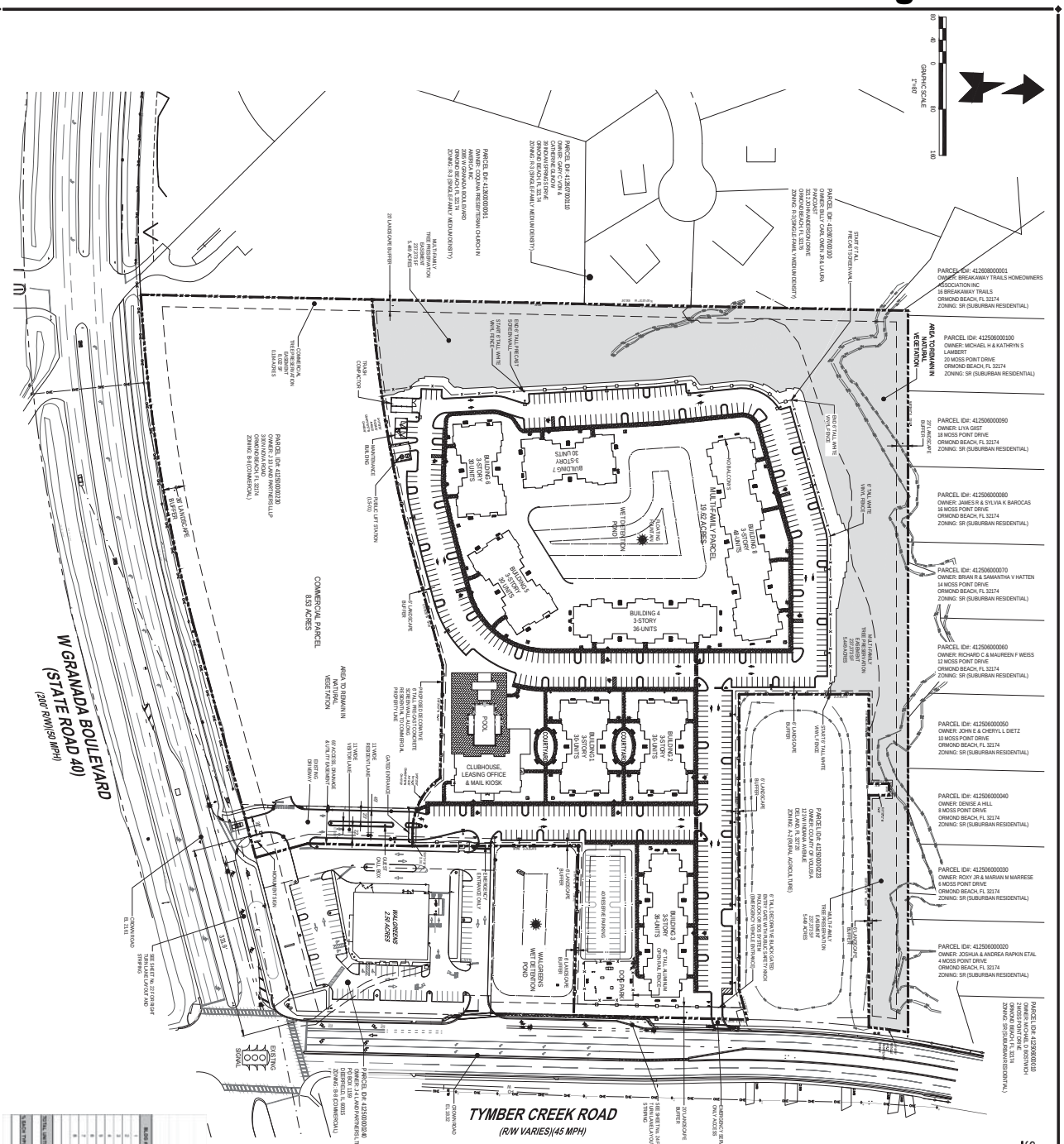
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER
12



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
FRONT (W GRANADA)	25 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	6 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
REAR		45 FEET
MAXIMUM BUILDING HEIGHT		

* SECTION 2-56(d)(STATE): "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM OF FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT SHALL BE ALLOWED ONLY FOR A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE 35%
MAXIMUM IMPERVIOUS LOT COVERAGE 75%

THE R & B ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) TOWN SPACE/CONSERVATION (10 ACRES) -10 UNITS
(2) TRESIDENTIAL OR RETAIL (13.2 ACRES) -66 UNITS
(3) "GENERAL COMMERCIAL" (122 ACRES) -423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (3000 UNITS PROPOSED).
270 UNITS (14.2 / 19.44 UNITS PER ACRE
NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(2)(I).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	120,665	2.770	14.1
PAVEMENT	161,047	3.697	18.8
SIDEWALKS / PADS/POOL DECK	46,514	1.068	5.4
RESERVED PARKING	11,410	0.262	1.3
EXTERIOR LANDSCAPE	67,254	1.544	7.9
WET DETENTION PONDS	36,553	0.839	4.3
WETLANDS	104,588	2.401	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,436	7.517	39.3
TOTAL PERVIOUS	527,199	12.103	61.7

3. PARKING REQUIREMENTS

1.5 SPACES PER 1 BEDROOM x 114 UNITS	=	171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114	=	57 SPACES
2.0 SPACES PER 2 BEDROOM x 44	=	288 SPACES
2.0 SPACES PER 3 BEDROOM x 12	=	24 SPACES
TOTAL REQUIRED PARKING	=	540 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	2.0
STANDARD	482	89.5
RESERVE	47	8.5
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED
10% OF TOTAL PARKING (540) x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED
57 BICYCLE SPACES PROVIDED

TYMBER CREEK APARTMENTS - SCHEME A

UNIT MIX & BUILDING SCHEDULE

BLDG #	BLDG TYPE	UNIT NO. PER FLOOR	1 BR / 1 BA 714	1 BR / 1 BA 742	2BR / 2BA 1026	3BR / 2BA 1311	TOTAL
			A1	A2	A3	B1	
1	GARDEN 3 STORY	12	6	6	-	-	12
2	GARDEN 3 STORY	12	6	6	-	-	12
3	GARDEN 3 STORY	12	6	6	-	-	12
4	GARDEN 3 STORY	12	6	6	-	-	12
5	GARDEN 3 STORY	12	6	6	-	-	12
6	GARDEN 3 STORY	12	6	6	-	-	12
7	GARDEN 3 STORY	12	6	6	-	-	12
8	GARDEN 3 STORY	12	-	-	12	-	12
9	GARDEN 3 STORY	12	-	-	12	-	12
10	GARDEN 3 STORY	12	-	-	12	-	12
11	GARDEN 3 STORY	12	-	-	12	-	12
12	GARDEN 3 STORY	12	-	-	12	-	12
13	GARDEN 3 STORY	12	-	-	12	-	12
14	GARDEN 3 STORY	12	-	-	12	-	12
15	GARDEN 3 STORY	12	-	-	12	-	12
16	GARDEN 3 STORY	12	-	-	12	-	12
17	GARDEN 3 STORY	12	-	-	12	-	12
18	GARDEN 3 STORY	12	-	-	12	-	12
19	GARDEN 3 STORY	12	-	-	12	-	12
20	GARDEN 3 STORY	12	-	-	12	-	12
21	GARDEN 3 STORY	12	-	-	12	-	12
22	GARDEN 3 STORY	12	-	-	12	-	12
23	GARDEN 3 STORY	12	-	-	12	-	12
24	GARDEN 3 STORY	12	-	-	12	-	12
25	GARDEN 3 STORY	12	-	-	12	-	12
26	GARDEN 3 STORY	12	-	-	12	-	12
27	GARDEN 3 STORY	12	-	-	12	-	12
28	GARDEN 3 STORY	12	-	-	12	-	12
TOTAL UNITS:			36	36	264	12	348
% EACH TYPE			10.34%	10.34%	75.86%	3.45%	100%

REVISIONS

DATE	DESCRIPTION
4/1/22	CITY COMMENTS
6/1/22	CITY COMMENTS
8/22/22	OWNER
10/4/23	CITY COMMENTS
3/28/23	CITY COMMENTS

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C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

OVERALL DEVELOMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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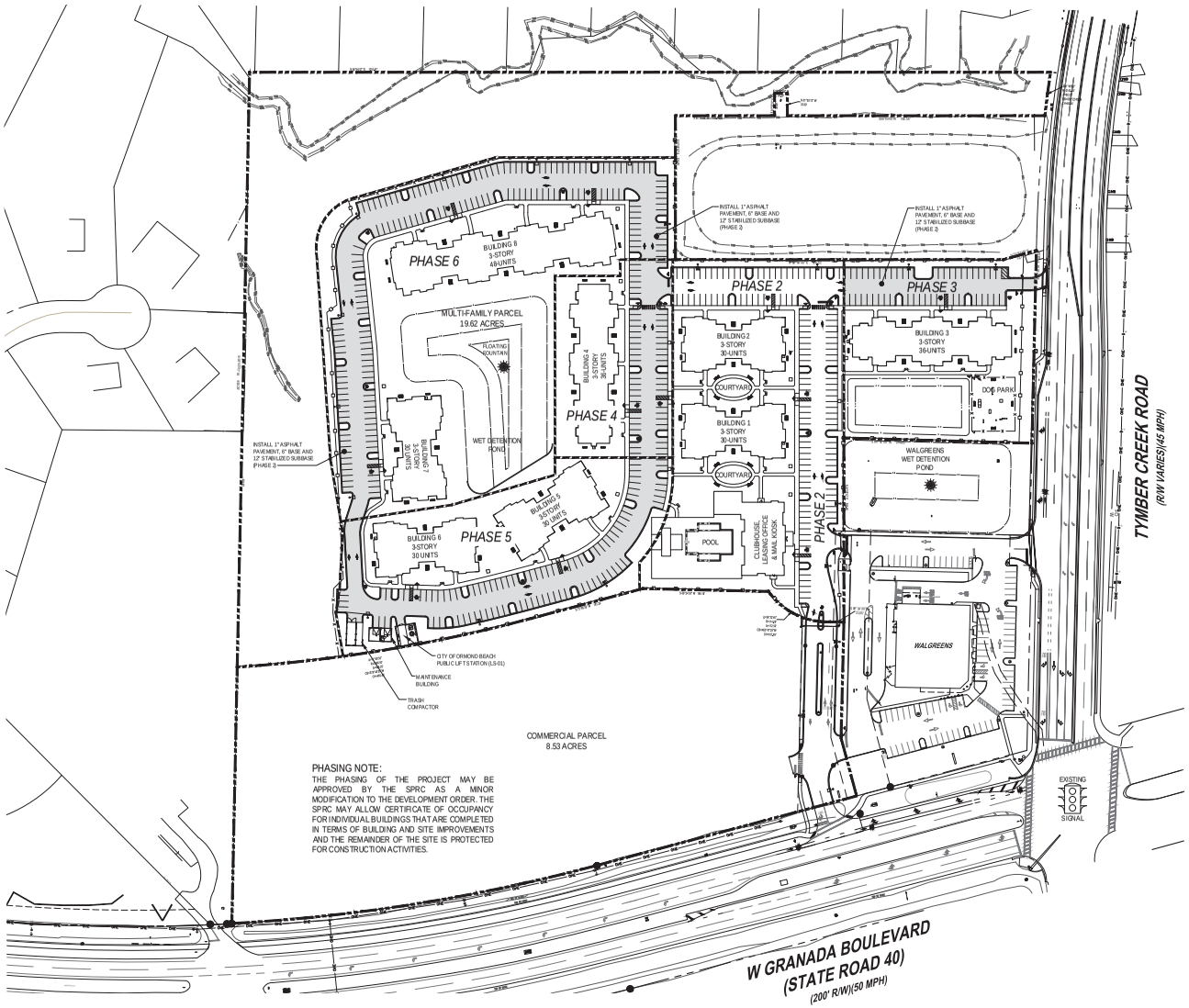
HARRY H. NEWKIRK, P.E. # 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NHS
CHECKED BY: HHN
SCALE: 1"= 80'
DRAWING NUMBER: 15



LEGEND

PHASE 1 ASPHALT PAVEMENT — 1" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO-T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO-T-180 (TYPE B STABILIZATION)

PHASE 1 ASPHALT PAVEMENT — 2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS
6" CRUSHED CONCRETE (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO-T-180 (4" MAX. LIFTS)
12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO-T-180 (TYPE B STABILIZATION)

PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE AND1 INCH OF ASPHALT PAVEMENT.
9. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
10. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
11. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
12. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3)

1. CONSTRUCT BUILDING 3 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 4)

1. CONSTRUCT BUILDING 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 5, 6, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 5, 6, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTER'S.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 7, 8 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 7, 8 BUILDING IMPROVEMENTS AND FINAL SITE RE-INSPECTION.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. IINSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NPDES NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

CITY OF ORMOND BEACH SPRC NOTE:

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REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

1200 North US1, Suite 3
Ormond Beach, Florida 32174
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L.C. # 26000394
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Civil Engineering
Transportation, CEI
Landscape Architecture
NEWKIRK ENGINEERING

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1"= 80'

DRAWING NUMBER

16

PAVING LEGEND

- ASPHALT PAVEMENT — 7" FOR AUTO, CLIENT PACK, DAILY TRUCK TRAFFIC (SPECIFY) OVER 6" CRUSHED CONCRETE (LBR=130 MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX LIFTS)
- CONCRETE PAVEMENT — 6" CONCRETE (4,000 P.S.I. @ 28 DAYS) WITH FIBER MESH PER MANUFACTURER SPECIFICATIONS OVER 12" STABILIZATION (LBR=40 MIN OF 95% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (8" LIFTS) (TYPE B STABILIZATION (SEE DETAIL SHEET No. 9A & 9B)
- CONCRETE SIDEWALK — 4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-010 (SEE DETAIL SHEET No. 9A, 9B, & 9C)
- POOL DECK PAVERS — POOL DECK PAVERS

DOG PARK / PLAYGROUND KEYNOTES:

HTTPS://PARKWAYBOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARK/PARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6' PARK BENCH (E22/P23/3)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DU-PWH-P7)
- (C) KING OF THE HILL (E22/P32/10)
- (D) PAWS TABLE (E22/P11/0)
- (E) STEPPING PAWS (E22/P23/3)
- (F) HOOP JUMP (E22/P11/3)
- (G) DOGGIE DAWL (E22/P23/3)
- (H) ROVER JUMP OVER (E22/P12/5)
- (I) DRINKING FOUNTAIN (94MK34)
- (J) GYMS FOR DOGS WELCOME SIGN (24 WELCM SIGN)
- (K) GYMS FOR DOGS RULES SIGN (24 RULES SIGN)

LEGEND

- TYPE 'F' CURB (SEE DETAIL SHEET No. 9A & 9B)
- TYPE 'F' CURB (SEE DETAIL SHEET No. 9B)
- TYPE VALLEY GUTTER (SEE DETAIL SHEET No. 9B)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'E' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL SHEET No. 9B)
- SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SEE ELECTRICAL SHEET) NOT MORE THAN 0.5 FOOT CANDLES AT THE PROPERTY LINE, ADD GLARE GUARDS IF REQUIRED (SEE SHEETS No. 91 & 92)
- 3 SPACE BIKE RACK (SEE DETAIL SHEET No. 9B)
- 6' TALL PRECAST SCREEN WALL (SEE DETAIL SHEET No. 9B)

KEYNOTES:

1. HANDICAP PARKING SPACE RAMP (SEE DETAIL SHEET No. 9A & 12A)
2. SIDEWALK CURB RAMP (SEE DETAIL SHEET No. 9A)
3. SIDEWALK CURB RAMP E (SEE DETAIL SHEET No. 9A)
4. SIDEWALK CURB RAMP D (SEE DETAIL SHEET No. 9A)
5. SIDEWALK CURB RAMP C (SEE DETAIL SHEET No. 9A)

SEE SHEET No. 24 FOR LAYOUT AND STRIPING
SEE SHEET No. 22 FOR LAYOUT AND STRIPING
SEE SHEET No. 23 FOR LAYOUT AND STRIPING

REVISIONS	
DATE	DESCRIPTION
4/1/22	CITY COMMENTS
5/12/22	CITY COMMENTS
6/13/22	CITY COMMENTS
7/11/22	OWNER
7/11/22	OWNER
7/11/22	OWNER
10/4/23	CITY COMMENTS

NEWKIRK ENGINEERING INC
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C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

SITE LAYOUT PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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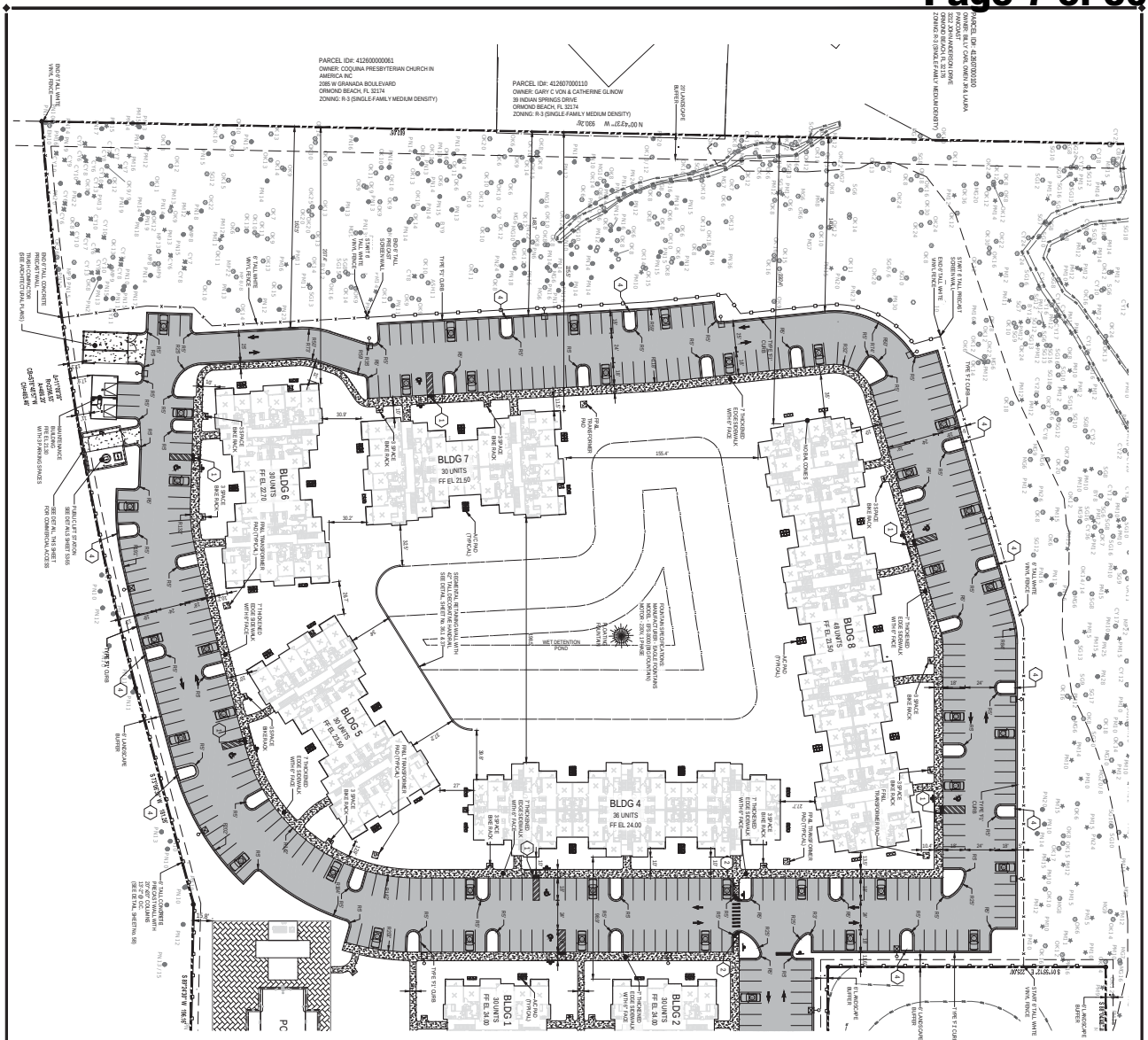
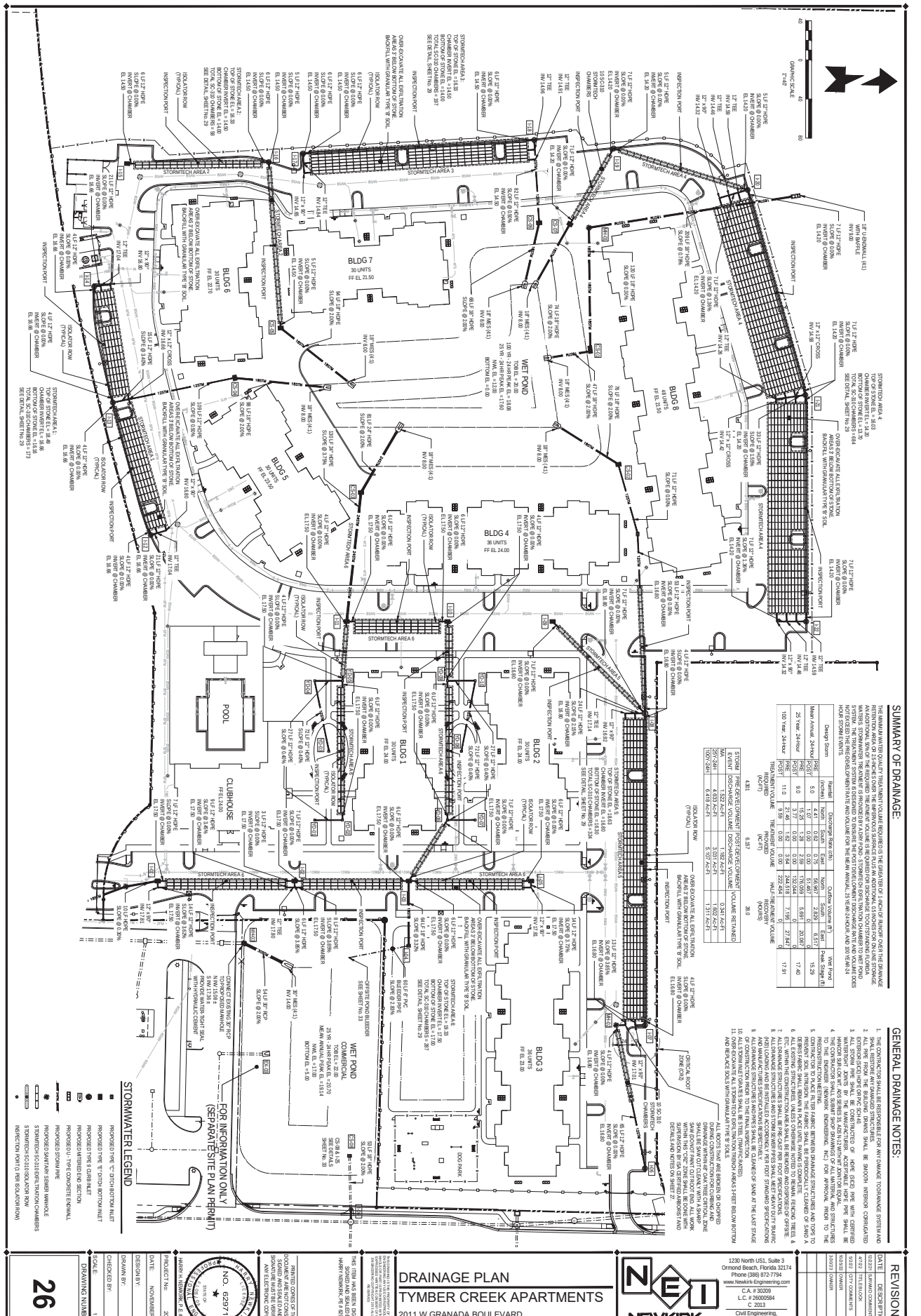
HARRY H. NEWKIRK, P.E. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NHS
CHECKED BY:	HHN
SCALE:	1"=40'

DRAWING NUMBER: 17


PARCEL ID#: 412600000061
OWNER: COQUINA PRESBYTERIAN CHURCH IN AMERICA INC
2085 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174
ZONING: R-3 (SINGLE-FAMILY MEDIUM DENSITY)
PARCEL ID#: 412607000110
OWNER: GARY C VON & CATHERINE GLINOW
39 INDIAN SPRINGS DRIVE
ORMOND BEACH, FL 32174
ZONING: R-3 (SINGLE-FAMILY MEDIUM DENSITY)
PARCEL ID#: 412607000100
OWNER: BILLY CARL OMRO JR & LAURA
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32176
ZONING: R-3 (SINGLE-FAMILY MEDIUM DENSITY)
BLDG 1
30 UNITS
FF EL 24.00
BLDG 2
30 UNITS
FF EL 24.00
BLDG 4
36 UNITS
FF EL 24.00
BLDG 5
30 UNITS
FF EL 24.00
BLDG 6
30 UNITS
FF EL 27.0
BLDG 7
30 UNITS
FF EL 21.50
BLDG 8
30 UNITS
FF EL 21.50
WET DETENTION POND
PROPOSED 6' VINYL FENCE
EXISTING 6' VINYL FENCE
PROPOSED 6' VINYL FENCE
PROPOSED 6' VINYL FENCE
PROPOSED



Page 892 of 1626

GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE MATERIAL COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL EMBANKMENTS SHALL BE COMPACTED TO 98% FOR COMMERCIAL AREAS, 95% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL BE LEVEL AND SHALL NOT EXCEED 2% IN ANY DIRECTION PER FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK MARKINGS SHALL HAVE SLOPES NOT GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A LONG SLOPE (LS) NO MAXIMUM.
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC AND ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEV.=22.00 (NAVD88)

#2 RAILROAD SPIKE
ELEVATION = 18.06

VERTICAL DATA
ELEVATIONS REFER TO (NAVD 1988) NORTH AMERICAN VERTICAL DATUM 1988, FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE (NAVD) DATUM OF 1988

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SEE DETAIL SHEET 7
2. SIDEWALK CURB RAMP E (SEE DETAIL SHEET No. 6.0)
3. SIDEWALK CURB RAMP G (SEE DETAIL SHEET No. 6.0)

KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

One Nation... One Number... 811 Call before you dig
www.callsunshine.com

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HARRY H. NEWKIRK, P.E. # 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NRS
CHECKED BY: HHN
SCALE: 1"=40'
DRAWING NUMBER: 34

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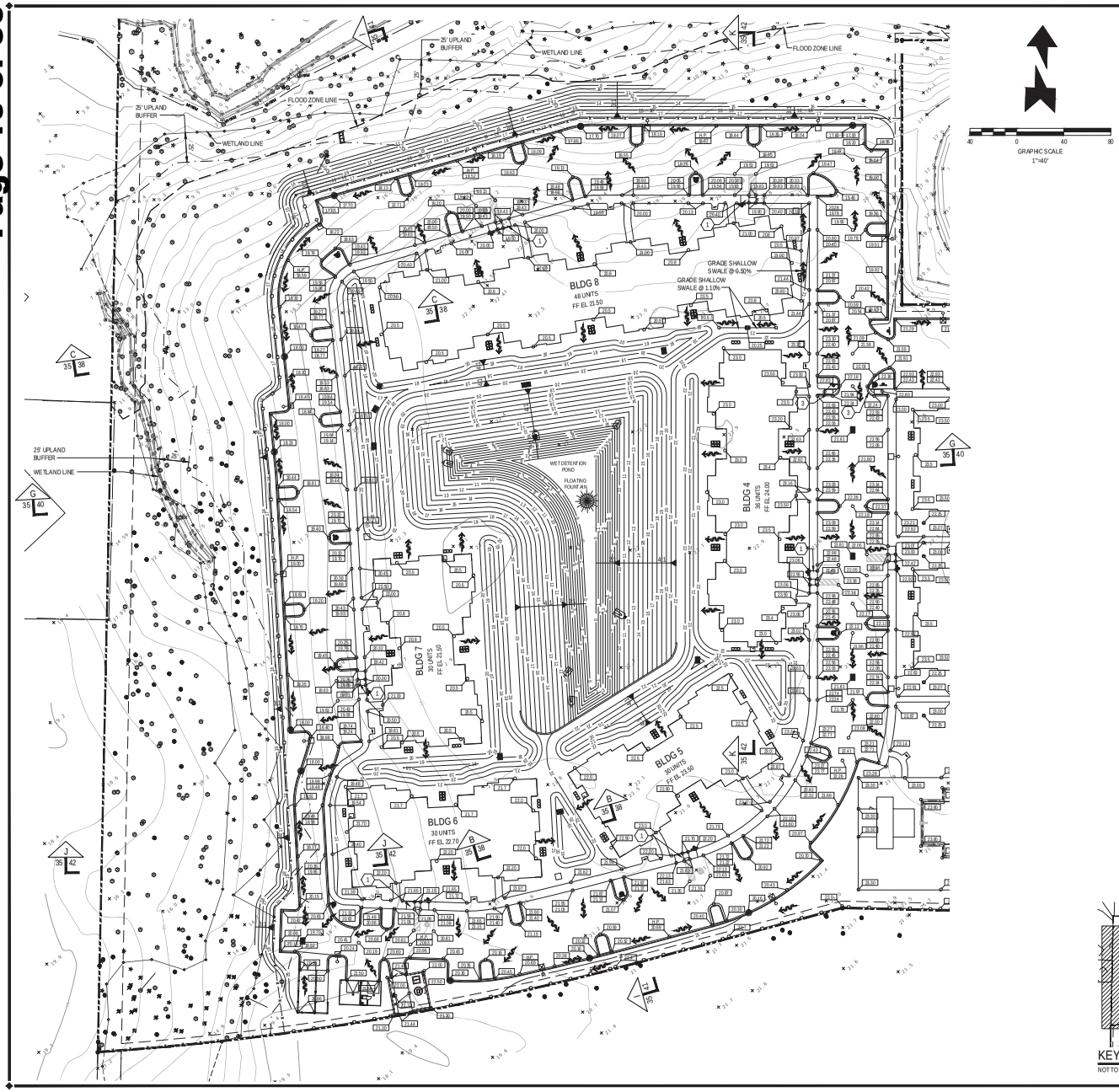
GRADING PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

NEWKIRK ENGINEERING INC
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

REVISIONS

DATE	DESCRIPTION
4/7/22	FPD REVISION
5/23/22	CITY COMMENTS



GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

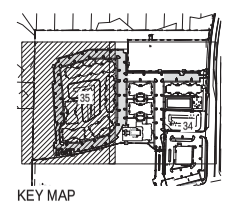
1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
2. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)



KEY MAP
NOT TO SCALE



WARNING !!
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3/29/23	CITY COMMENTS

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Phone (386) 872-7794
www.NewkirkEngineering.com
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Civil Engineering,
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NEWKIRK ENGINEERING INC.

GRADING PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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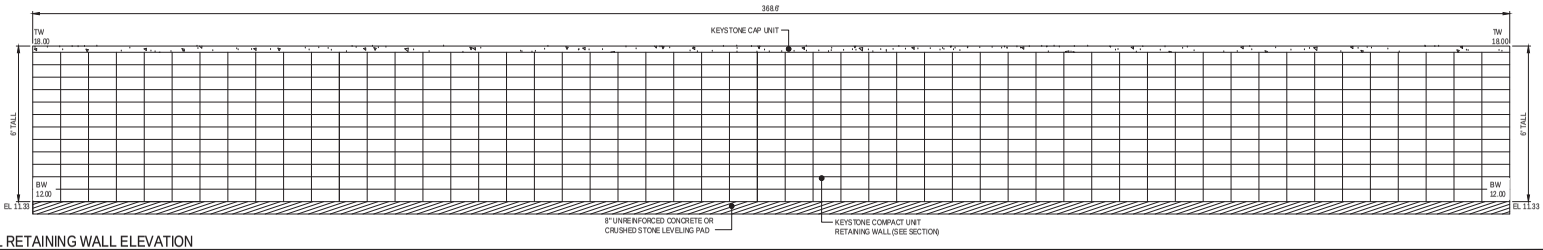
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

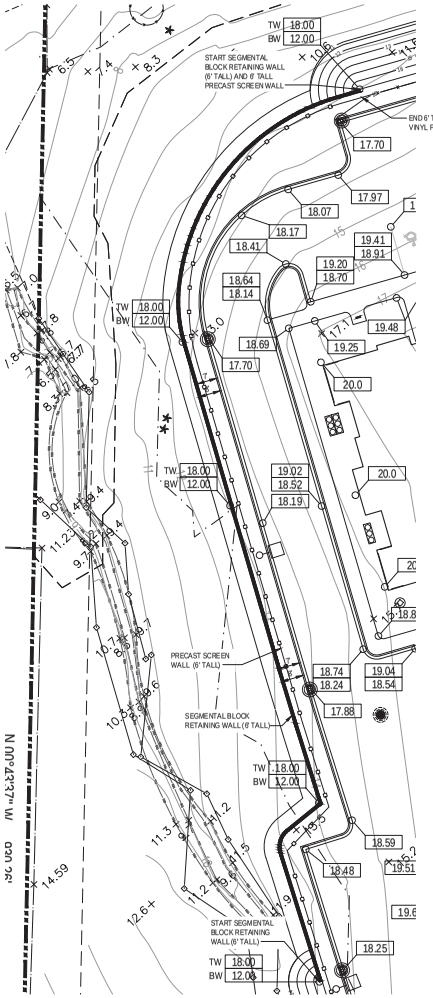
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

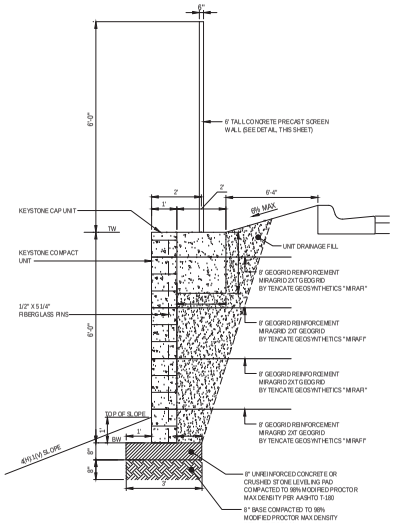
DRAWING NUMBER
35



TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE





RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

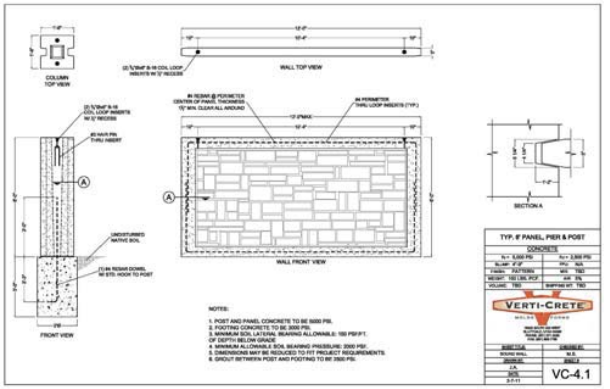
GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE (7TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.



TYPICAL SCREEN WALL PHOTO

NOT TO SCALE



SCREEN WALL DETAIL

NOT TO SCALE

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10/25/22	OWNER
11/28/22	CITY COMMENTS

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C.A. # 30008
Civil Engineering
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING

RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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PROJECT No:	2020-06
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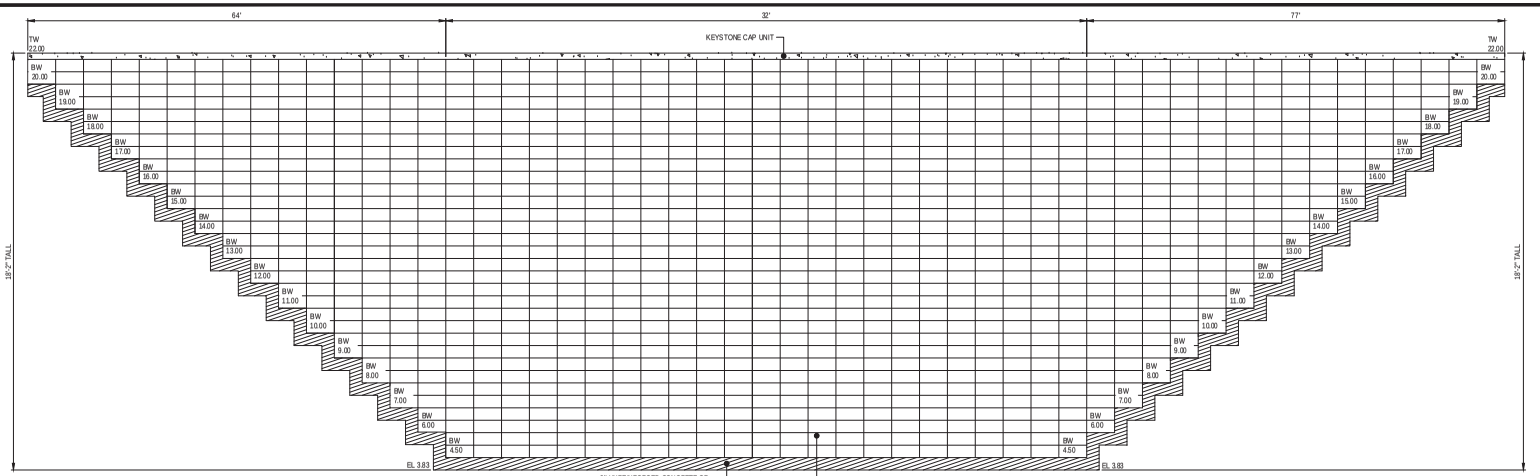
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

36



TYPICAL RETAINING WALL ELEVATION
NOT TO SCALE

GENERAL NOTES:

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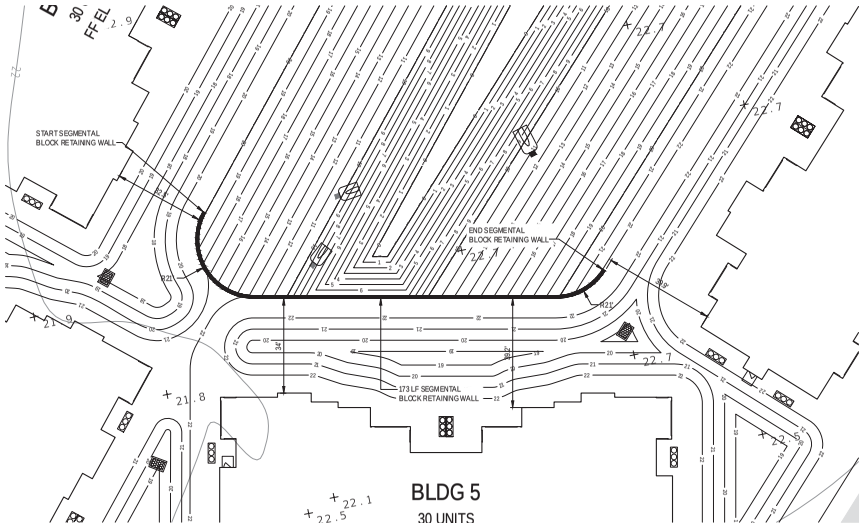
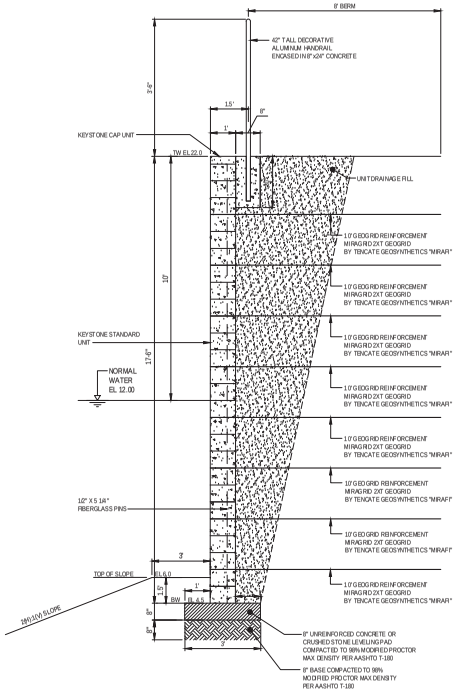
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.





RETAINING WALL TYPICAL CROSS SECTION
NOT TO SCALE

REVISIONS

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4/7/22	TITLE BLOCK
10/25/22	OWNER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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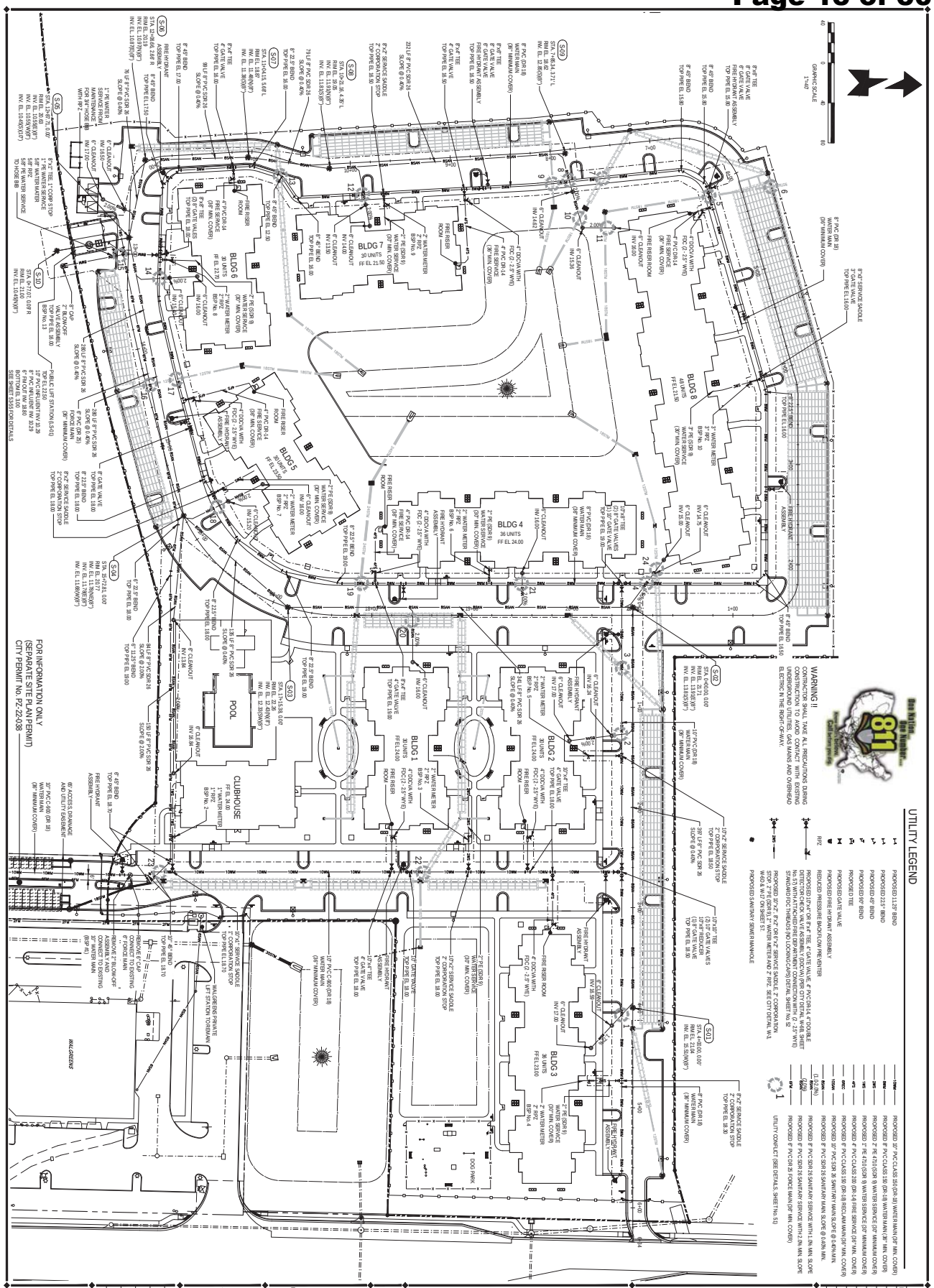
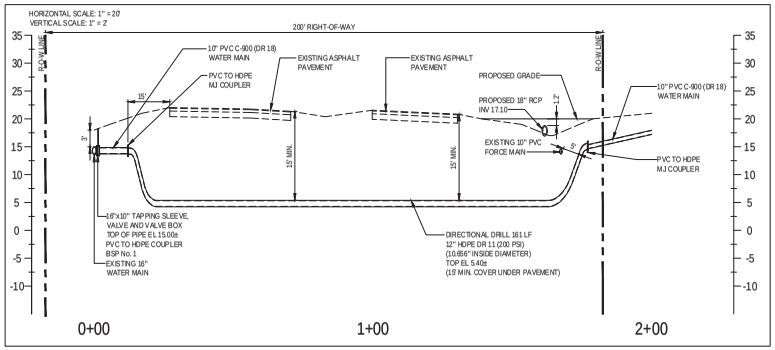
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER
36.1

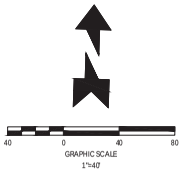

UTILITY LEGEND
PROPOSED 8" PVC CLASS 350 (DR-35) WATER MAIN (90" MIN. COVER)
PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
PROPOSED 8" FE 4710 (SDR 9) WATER SERVICE (90" MINIMUM COVER)
PROPOSED 8" PVC CLASS 150 (DR-18 RECLAIM MAIN (90" MIN. COVER)
PROPOSED 10" PVC SDR 35 SANITARY MAIN SLOPE @ 0.40% MIN.
PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
PROPOSED 8" PVC DR 25 FORCE MAIN (90" MIN. COVER)
UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)
PROPOSED 12" SERVICE SADDLE 2" CORPORATION STOP TOP PIPE EL 18.30
8" PVC (DR 18) WATER MAIN (36" MINIMUM COVER)
PROPOSED 12" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
PROPOSED 12" BEND
PROPOSED 22.5° BEND
PROPOSED 45° BEND
PROPOSED 90° BEND
PROPOSED TEE
PROPOSED GATE VALVE
PROPOSED FIRE HYDRANT ASSEMBLY
REDUCED PRESSURE BACKFLOW PREVENTER
PROPOSED 12"x4" OR 8"x4" TEE, 4" GATE VALVE, 4" PVC DR14.4" DOUBLE CHECK DETECTOR ASSEMBLY (SEE DETAIL SHEET No. 52)
PROPOSED 12"x2", 8"x2" OR 6"x2" SERVICE SADDLE, 2" CORPORATION STOP, 2" PVC SCH 40 WATER METER AND 2" RPZ. SEE CITY DETAIL W-3
PROPOSED SANITARY SEWER MANHOLE
WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.
Dial 811 Before You Dig
Know what's below. Call before you dig.
FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038
BLDG 1 30 UNITS FF EL 24.00
BLDG 2 30 UNITS FF EL 24.00
BLDG 3 36 UNITS FF EL 23.00
BLDG 4 36 UNITS FF EL 24.00
BLDG 5 36 UNITS FF EL 24.00
BLDG 6 30 UNITS FF EL 23.00
BLDG 7 30 UNITS FF EL 21.50
BLDG 8 48 UNITS FF EL 23.00
CLUBHOUSE
POOL
DOG PARK
WALGREENS
WALGREENS PRIVATE LIFT STATION TO REMAIN
PUBLIC LIFT STATION (LS-01)
REMOVE 6" FORCE MAIN CONNECT TO EXISTING
REMOVE 6" CAP
REMOVE BLOW-OFF ASSEMBLY
CONNECT TO EXISTING 6" FORCE MAIN
EXISTING 6" FORCE MAIN
EXISTING 10" WATER MAIN
EXISTING 8" WATER MAIN
EXISTING 8" SANITARY SEWER MAIN
EXISTING 6" SANITARY SEWER MAIN
EXISTING 8" SANITARY SEWER MANHOLE
EXISTING 6" SANITARY SEWER MANHOLE
EXISTING 4" SANITARY SEWER MANHOLE

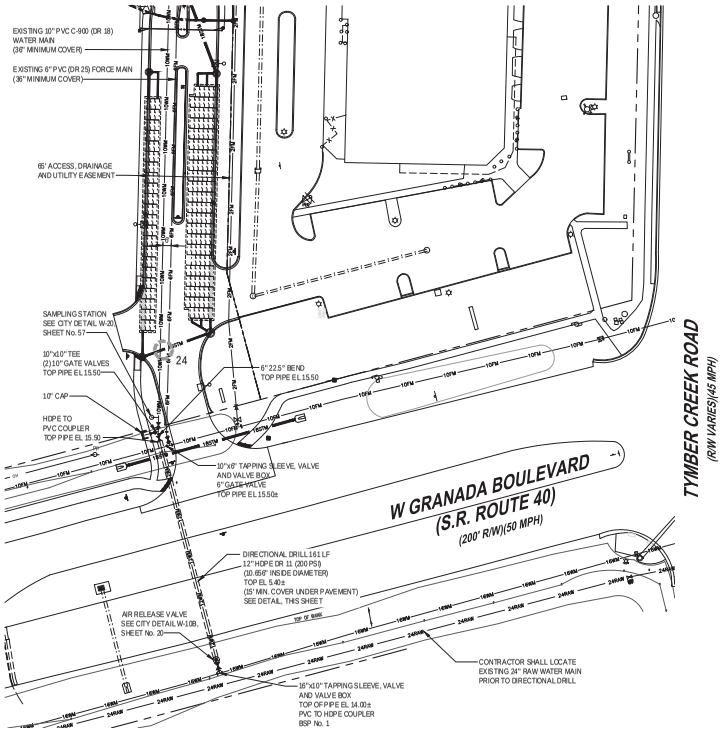


NOTE:

1. CONTRACTOR SHALL LOCATE THE EXISTING 24" RAW WATER MAIN IN THE RIGHT-OF-WAY OF S.R.40. THIS SHALL BE DONE PRIOR TO THE DIRECTIONAL DRILL/BORE PIT EXCAVATION.
2. CONTRACTOR TO HAND DIG TO VERIFY WHICH MAIN IS WHICH BEFORE SETTING UP A DIRECTIONAL DRILL.

FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038





UTILITY LEGEND

- PROPOSED 11.25° BEND
- PROPOSED 22.5° BEND
- PROPOSED 45° BEND
- PROPOSED 90° BEND
- PROPOSED TEE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- RPZ — REDUCED PRESSURE BACKFLOW PREVENTER. CITY DETAIL W-6D SHEET No. 38.
- PROPOSED 10"x4" OR 8"x4" TEE, 4" GATE VALVE, 4" PVC DR-14, 4" DOUBLE DETECTOR CHECK VALVE ASSEMBLY (DDCVA) (PER CITY DETAIL W-6B, SHEET No. 57) WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" WYE) STANDARD FDC THREADS (NO LOCKING CAPS) DETAIL SHEET No. 52
- 2WS — PROPOSED 10"x2", 8"x2" OR 6"x2" SERVICE SADDLE, 2" CORPORATION STOP, 2" PE (SDR 9), 2" WATER METER AND 2" RPZ. SEE CITY DETAIL W-3, W-6D & W-17 ON SHEET 57.
- PROPOSED SANITARY SEWER MANHOLE
- 10WM — PROPOSED 10" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 8WM — PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 6WM — PROPOSED 6" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 4WM — PROPOSED 4" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 2WS — PROPOSED 2" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 1WS — PROPOSED 1" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 4FS — PROPOSED 4" PVC CLASS 200 (DR-14) FIRE SERVICE (36" MIN. COVER)
- 6RCC — PROPOSED 6" PVC CLASS 150 (DR-18) RECLAIM MAIN (36" MIN. COVER)
- 10SAN — PROPOSED 10" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN (1.0-2.0%) — PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN (1.0%) — PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
- 6SAN — PROPOSED 6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
- 6FM — PROPOSED 6" PVC DR 25 FORCE MAIN (36" MIN. COVER)
- 1 — UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REQUIRED FIRE FLOW:

"SITE DESIGNED IN ACCORDANCE TO THE NEW FIRE PREVENTION CODE AND NFPA EFFECTIVE JANUARY 1, 2015.

FLORIDA BUILDING CODE CONSTRUCTION TYPE:	VA - PROTECTED
FIRE AREA:	45,195 SF
REQUIRED FIRE FLOW:	3,750 GPM @ 3 HOURS
FIRE SPRINKLER SYSTEM REDUCTION (75%)	2,812 GPM
REQUIRED FIRE FLOW (3,750 - 2,812)	938 GPM @ 3 HOURS
	USE 1,200 GPM @ 3 HOURS

BASED ON NFPA 18.4.5.2.1, REDUCTION IN REQUIRED FIRE FLOW OF 75% SHALL BE PERMITTED WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM.

PROVIDED FIRE FLOW:

THE PROPOSED WATER MAIN SYSTEM WAS MODELED AND TESTED WITH THE REQUIRED 1,200 GPM FIRE FLOW IN ADDITION TO THE MAXIMUM DAILY FLOW DEMAND TO ENSURE MINIMUM 20 PSI UNDER FIRE FLOW CONDITIONS. SIMULATIONS WERE RUN WITH FIRE DEMAND AT THE CENTER AND OUTERMOST BUILDINGS IN THE SYSTEM.

	FIRE LOCATION	PSI
SCENARIO 2	BUILDING 8	48.15 PSI
SCENARIO 3	BUILDING 3	53.28 PSI

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES. GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

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UTILITY PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK, P.E. # 62971

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DRAWING NUMBER

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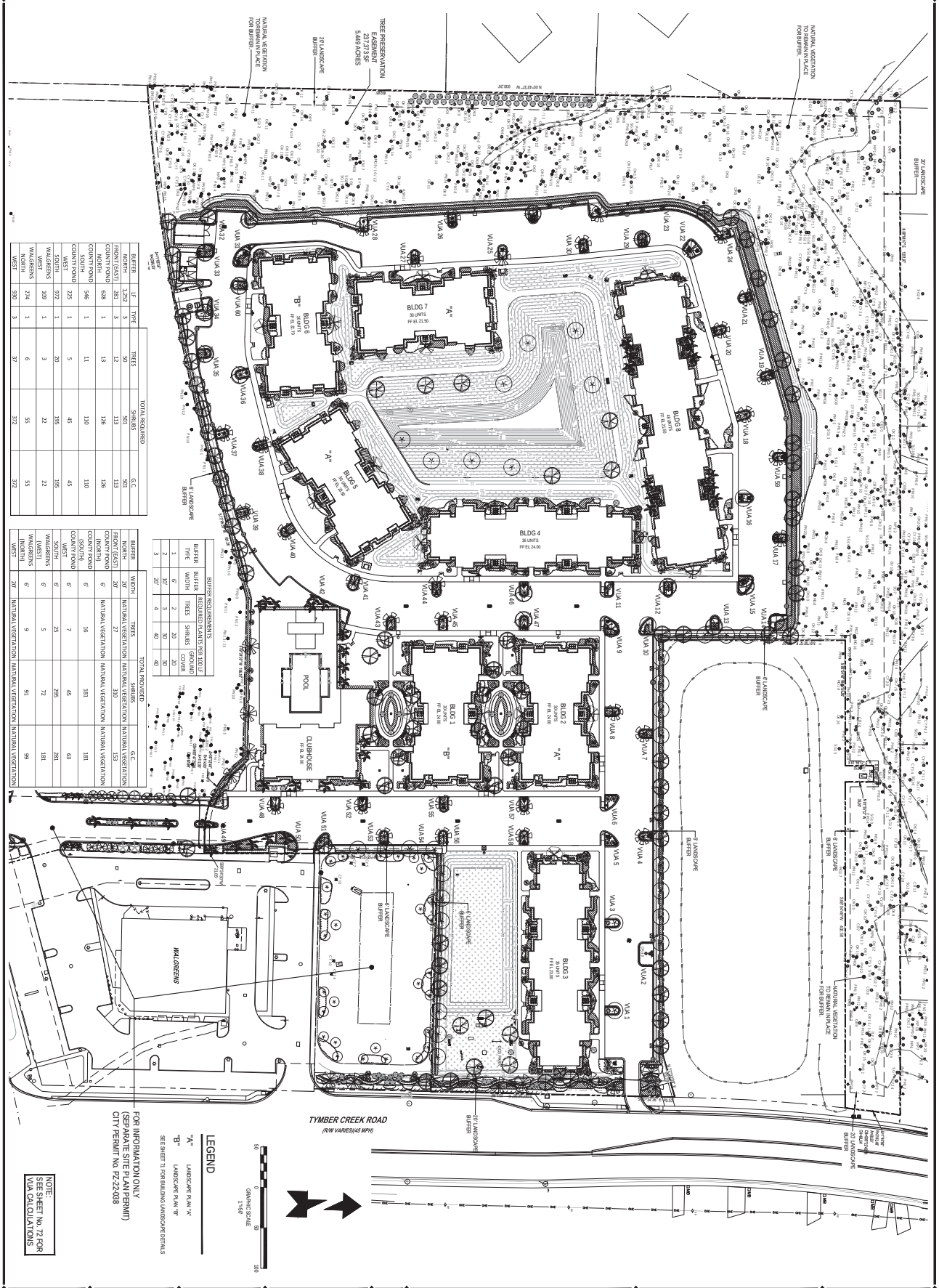

BUFFER	LF	TYPE	TOTAL REQUIRED		
			TREES	SHRUBS	G.C.
NORTH	1,252	3	32	163	163
FRONT (EAST)	281	3	32	163	163
COUNTY POND	628	1	13	126	126
NORTH					
SOUTH	546	1	11	110	110
COUNTY POND					
WEST	225	1	5	45	45
COUNTY POND					
SOUTH	972	1	20	195	195
WEST	109	1	3	22	22
WALGREENS					
WEST	274	1	6	55	55
WALGREENS					
(NORTH)					
WEST	980	3	37	372	372

BUFFER TYPE	BUFFER WIDTH	REQUIRED PLANTS PER 100 LF			
		TREES	SHRUBS	GROUND COVER	
1	6'	2	20	20	
2	10'	3	30	30	
3	20'	4	40	40	

BUFFER	WIDTH	TOTAL PROVIDED		
		TREES	SHRUBS	G.C.
NORTH	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
FRONT (EAST)	20'	27	330	153
COUNTY POND	6'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
(NORTH)				
COUNTY POND	6'	16	181	181
(SOUTH)				
COUNTY POND	6'	7	45	63
SOUTH	6'	25	295	281
WALGREENS	6'	5	72	181
(WEST)				
WALGREENS	6'	9	91	99
(NORTH)				
WEST	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION

NOTE:
SEE SHEET No. 72 FOR VUA CALCULATIONS

LEGEND
"A" LANDSCAPE PLAN "A"
"B" LANDSCAPE PLAN "B"
SEE SHEET 71 FOR BUILDING LANDSCAPE DETAILS

FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

GRAPHIC SCALE 1"=50'

OVERALL LANDSCAPE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

NEWKIRK ENGINEERING INC
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture

REVISIONS	
DATE	DESCRIPTION
4/1/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/1/22	CITY COMMENTS
7/1/22	CITY COMMENTS
8/1/22	CITY COMMENTS
9/1/22	OWNER
10/1/22	CITY COMMENTS
11/1/22	CITY COMMENTS
12/1/22	CITY COMMENTS

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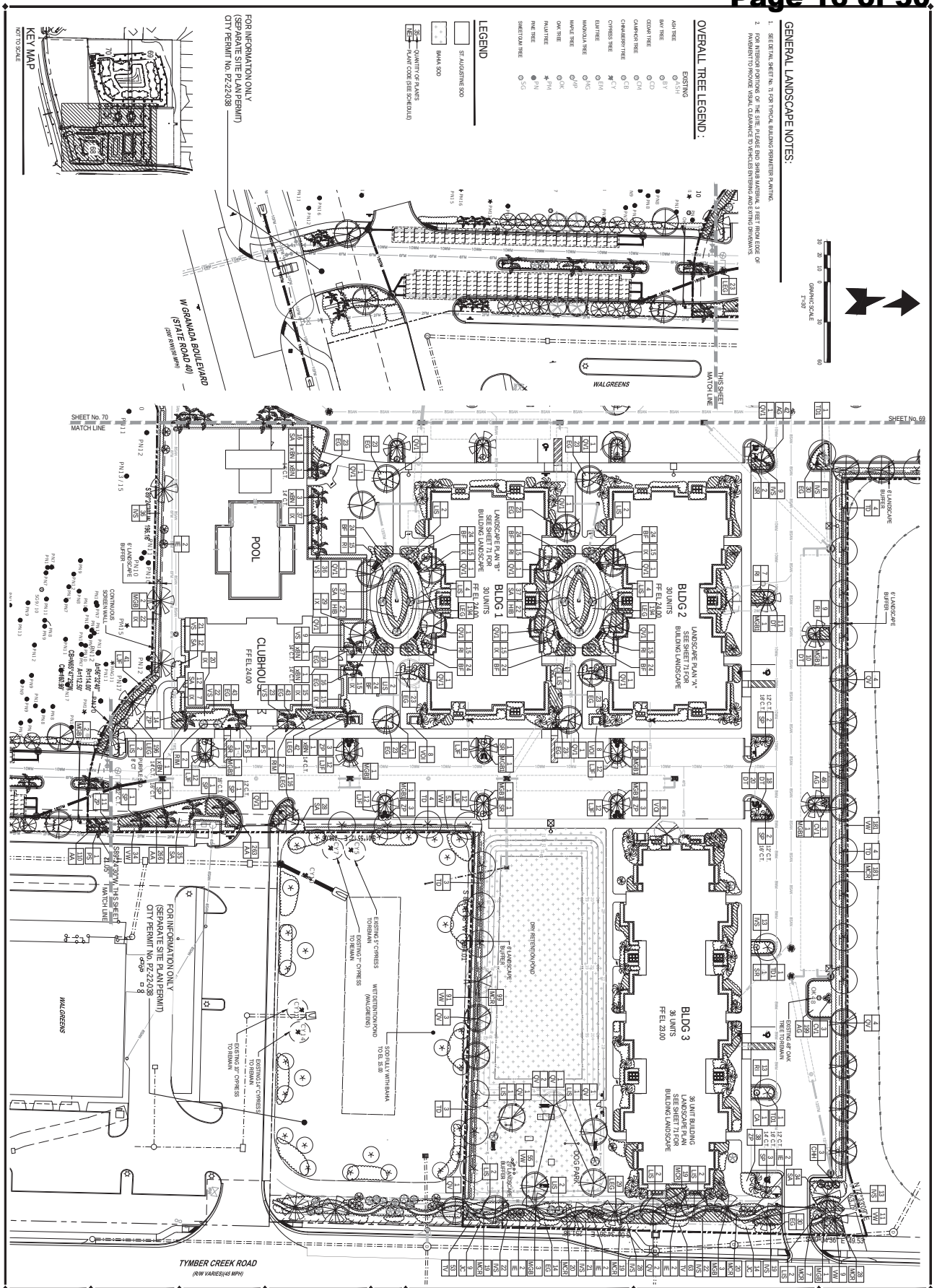
LAUREN ASHMER, PLA # 6667278
STATE OF FLORIDA
NO. 6667278
REGISTERED LANDSCAPE ARCHITECT

PROJECT No:	2020-08
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BRV
CHECKED BY:	HHN
SCALE:	1"=50'
DRAWING NUMBER	67



LANDSCAPE PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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REVISIONS

DATE	DESCRIPTION
4/1/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/1/22	CITY COMMENTS
6/24/22	CITY COMMENTS
8/2/22	CITY COMMENTS
8/24/22	CITY COMMENTS
9/23/22	CITY COMMENTS

PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: LAA
DRAWN BY: BRV
CHECKED BY: HHN
SCALE: 1"= 30'
DRAWING NUMBER: 68

LAUREN ADAMS, FLA #66672

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GENERAL LANDSCAPE NOTES:

1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

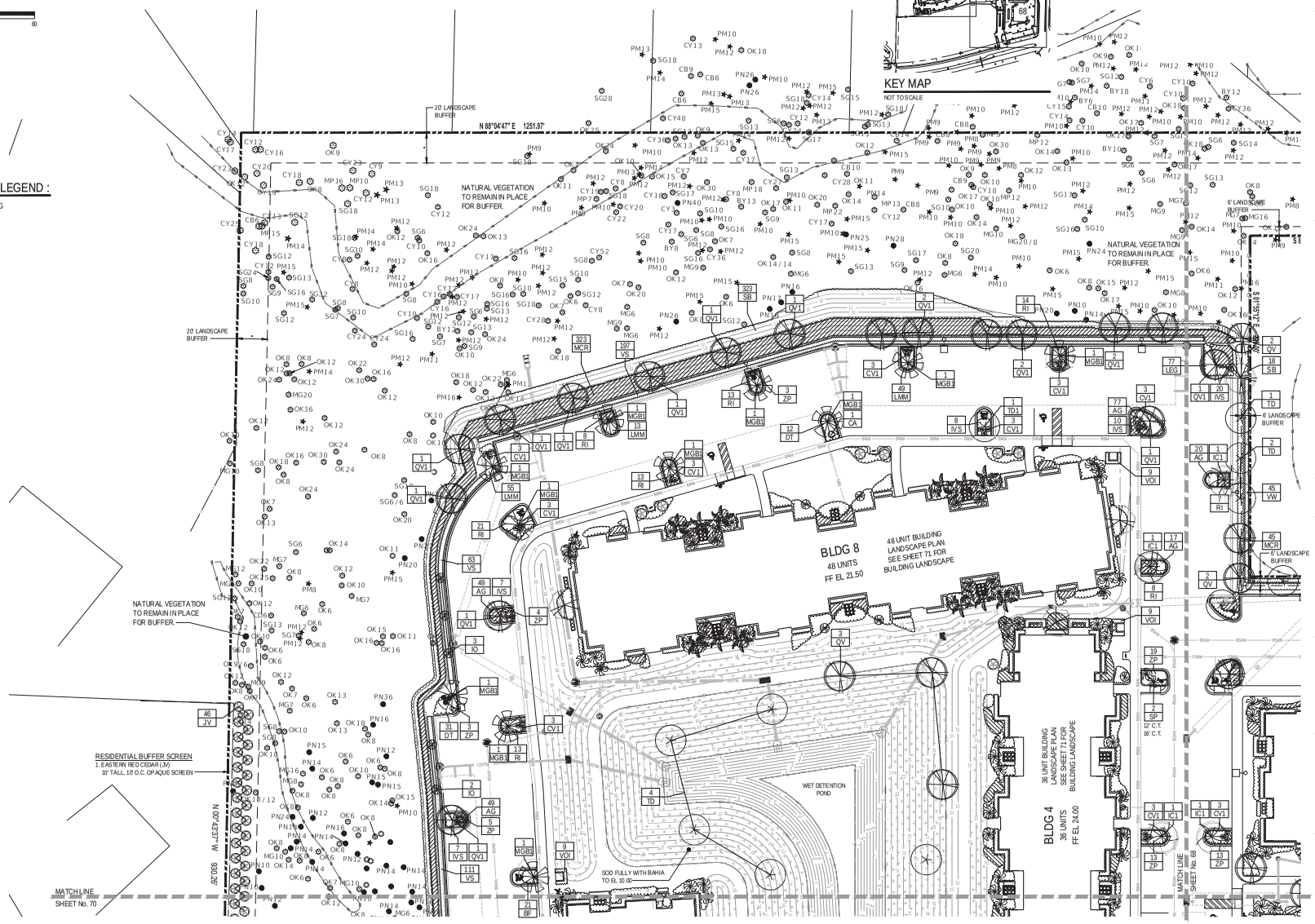
LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 QUANTITY OF PLANTS
- NEH PLANT CODE (SEE SCHEDULE)

30 20 10 0 30 60
GRAPHIC SCALE
1"=30'

OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG



REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS LICENSE NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER
69

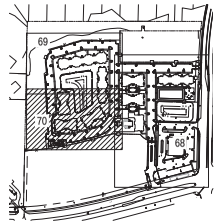
GRAPHIC SCALE
1"=30'

GENERAL LANDSCAPE NOTES:

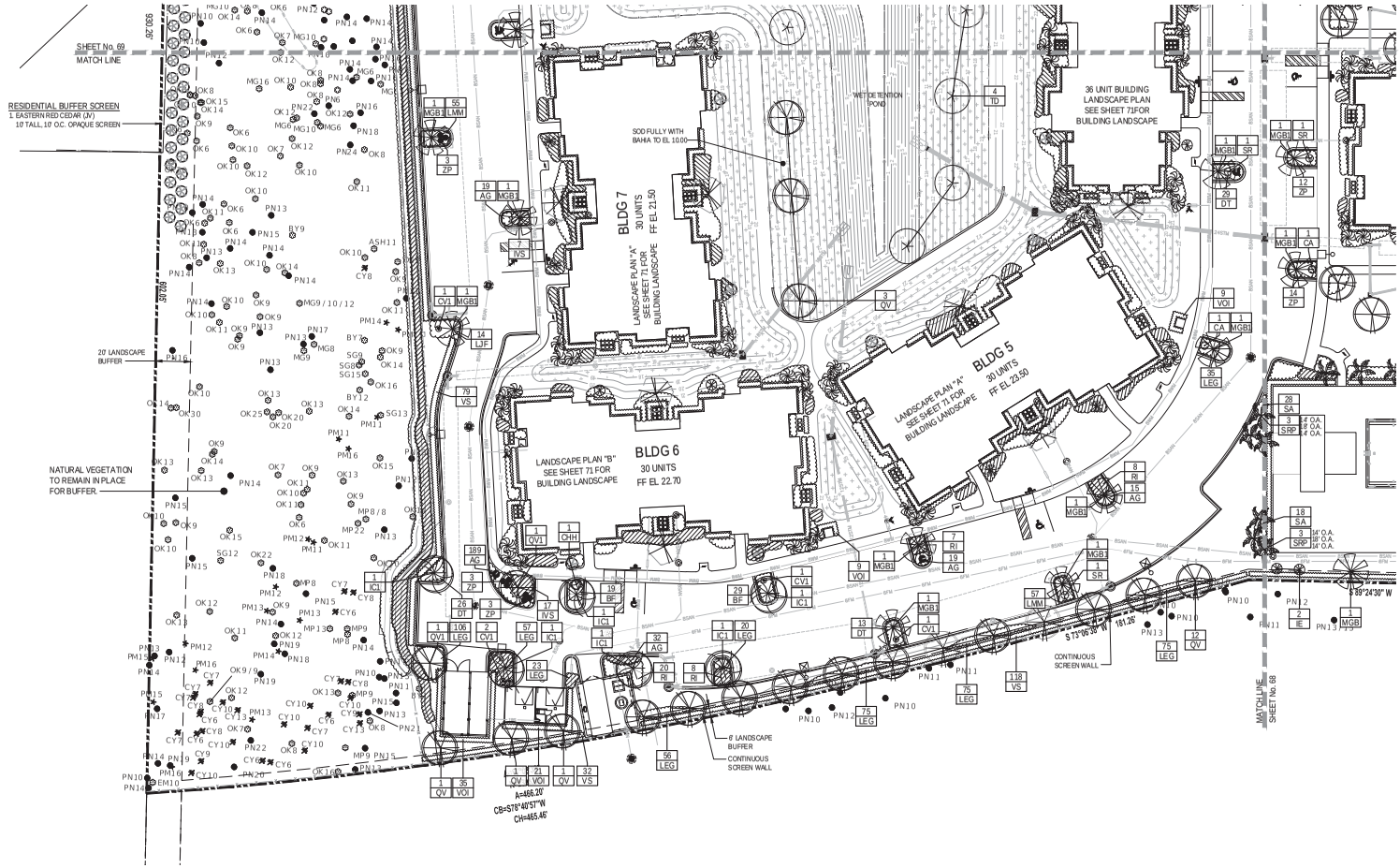
1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 — QUANTITY OF PLANTS
- NEI — PLANT CODE (SEE SCHEDULE)



KEY MAP
NOT TO SCALE



OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

REVISIONS

DATE	DESCRIPTION
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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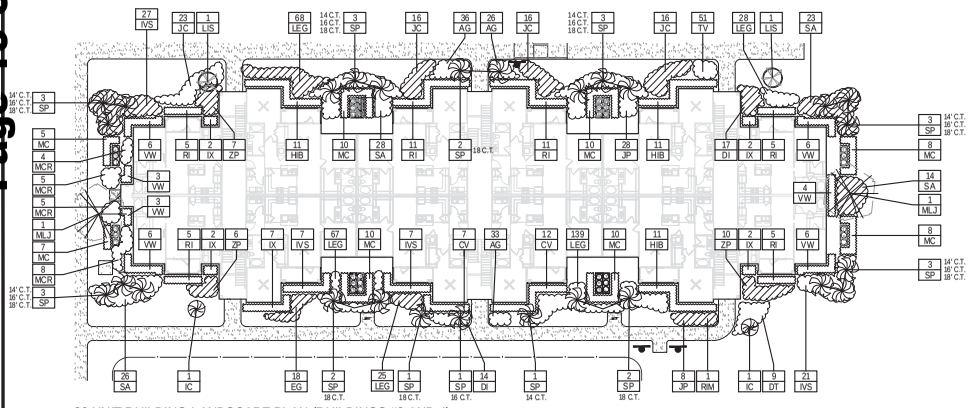
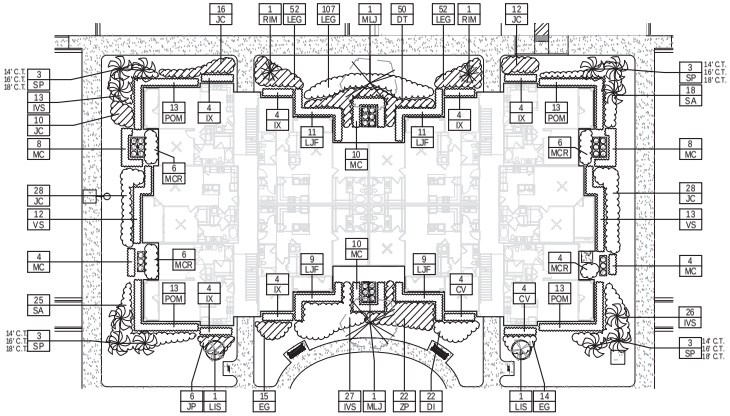
LAUREN ADAMS LICENSE NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

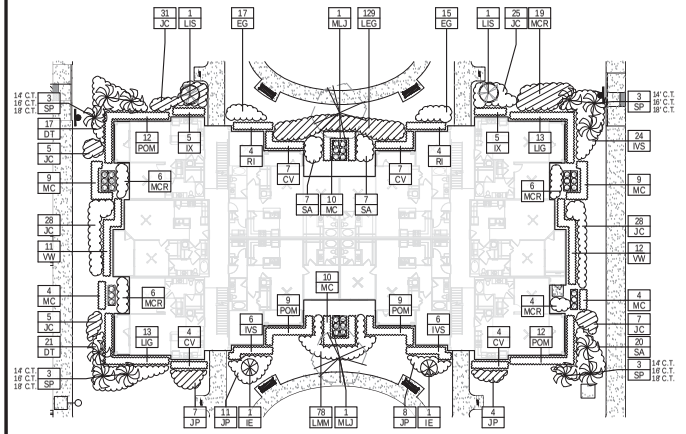
DRAWING NUMBER
70



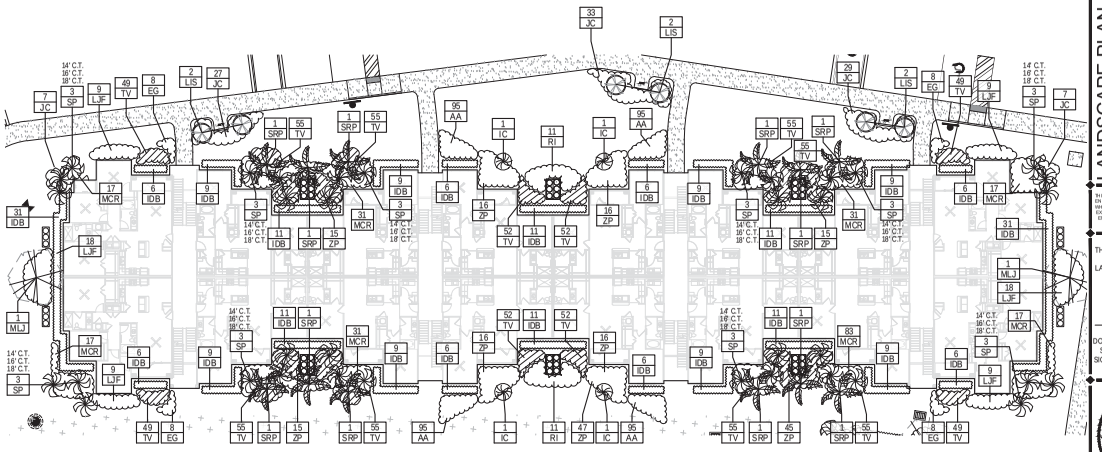
36 UNIT BUILDING LANDSCAPE PLAN (BUILDINGS #3 AND 4)
SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE PLAN "A" (BUILDINGS #2, 5 AND 7)
SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE "B" PLAN (BUILDINGS #1 AND 6)
SCALE: 1" = 20'



48 UNIT BUILDING LANDSCAPE PLAN (BUILDING #8)
SCALE: 1" = 20'

NOTE:
WHERE TYPICAL BUILDING TREE LOCATIONS RESULT IN CONFLICTS WITH UNDERGROUND UTILITY LINES, ADJUST TREE TO AT LEAST 5 FEET FROM ANY SUCH LINE (SEE SHEETS 67, 68 AND 69)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN - TYPICAL BUILDING TYPES 1, 2A, 2B AND 3
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS LICENSE NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER
71

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE TO FLORIDA
CANOPY TREES AND PALMS					YES/NO
JV	46	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	10' HGT., 2.5" CAL. @ 6"	YES
MGB	12	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
MGBL	32	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
MLJ	16	MAGNOLIA GRANDIFLORA	LITTLE GEM	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
PS	3	PHOENIX SYLVESTRIS	SILVER DATE PALM	10' CT., FULL	NO
QV	44	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
QV1	37	QUERCUS VIRGINIANA	LIVE OAK	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
SP	157	SABAL PALMETTO	CABBAGE PALM	SEE PLAN, 2-12', 2-14', 2-16'	YES
SRP	18	SYAGRUS ROMANZOFFIANA	QUEEN PALM	SEE PLAN	NO
TD	29	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
xBN	9	x BUTIAGRUS NABONNANDII	MULE PALM	SEE PLAN	NO
SUBTOTAL	407				377 Y / 30 N
UNDERSTORY TREES					
IC	8	ILEX CASSINE	DAHOON HOLLY	10' HGT., 2.5" CAL. @ 6"	YES
IC1	10	ILEX CASSINE	DAHOON HOLLY	12' - 14' HGT., 3.5" CAL. @ 6"	YES
IE	16	ILEX ATTENUATA	EAGLESTON HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
IO	5	ILEX x NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
LIS	50	LAGERSTROEMIA INDICA (MUSKOGEE)	PURPLE CRAPE MYRTLE TREE STD.	10' HGT., 6'-7' CT., 2.5" CAL. @ 6"	NO
RIM	12	RHAPHIOLEPIS MAJESTIC BEAUTY	MAJESTIC BEAUTY STD.	5' - 6' HGT., FULL	NO
SUBTOTAL	101				39 Y / 62 N
SHRUBS / POINT PLANTS					
CA	4	CRINUM AUGUSTUM	QUEEN EMMA	15 GAL., 4' HGT., SPECIMEN	NO
CHH	4	CHAMAEDOREA HUMILIS	EUROPEAN FAN PALM	7 GAL., 24"- 30" HGT., 5 - 7 STOCKS	NO
CV	106	CODIAEUM 'GOLD DUST'	YELLOW/GREEN CROTONS	3 GAL., 16"- 18" HGT., FULL, 36" O.C.	NO
CV1	41	CODIAEUM 'MAMMEY'	YELLOW/GREEN CROTONS	7 GAL., 20"- 24" HGT., FULL, 36" O.C.	NO
HIB	110	HIBISCUS SSP.	RED HIBISCUS	3 GAL., 18" HGT., FULL, 36" O.C.	NO
IOB	248	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	3 GAL., 24" HGT., 36" O.C.	YES
IVS	661	ILEX VOMITORIA NANA	DWARF YOUPON	3 GAL., 18" HGT., FULL, 36" O.C.	YES
IX	327	IXORA SSP.	RED IXORA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
JP	150	JUNIPERUS CHINENSIS	PARSONI JUNIPER	1 GAL., 12"- 14" SPR, FULL, 36" O.C.	NO
LIG	52	LIGUSTRUM JAPONICUM	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LJF	327	LIGUSTRUM SSP.	JACK FROST LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LMM	385	LIRIOPE VAR	VAR. LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
MC	360	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 24" HGT., FULL, 36" O.C.	YES
MCR	1216	MUHLENBERRIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.	YES
POM	240	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 30" HGT., FULL, 24" O.C.	NO
RI	351	PHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 18" HGT., FULL 36" OC.	NO
SA	636	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	10 GAL., 48" HGT., FULL	NO
VO1	125	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL., 24"- 30" HGT., FULL, 36" O.C.	NO
VS	786	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
VW	591	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES
ZP	483	ZAMIA PUMILA	COONTIE	3 GAL., 14" HGT., FULL, 36" O.C.	YES
SUBTOTAL	7212				3559 Y / 3653 N
GROUND COVER (G.C.)					
AA	1019	AGAPANTHUS AFRICANUS	AFRICAN LILLY	1 GAL., 12" HGT., FULL, 12" O.C	NO
AG	963	ARACHIS GLABRATA	PERENNIAL PEANUT	4" POTS, 2"- 3" HGT., 12" O.C	YES
BF	261	BULBINE FRUTESCENS	DESERT CANDLES	1 GAL., 10"-12" HGT., 7-9 BIBS, 24" O.C.	NO
DI	128	DIETES IRIDIOIDES	WHITE AFRICAN IRIS	1 GAL., 20" HGT., 24" O.C.	NO
DT	414	DIANELLA TASMANICA (VARIEGATA' CULTIVAR)	BLUEBERRY FLAX LILLY 'VARIEGATED'	1 GAL., 12" HGT., FULL, 24" O.C.	NO
EG	595	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12" SPR., FULL, 24" O.C.	NO
JC	808	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., FULL, 30" O.C.	NO
LEG	2938	LIRIOPE MUSCARI	GIANT EVERGREEN LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
SB	341	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 24" HGT., 36" O.C.	YES
TV	1062	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" HGT., 12" O.C.	NO
SUBTOTAL	8529				1304 Y / 7225 N
TOTAL	16249				

NOTE:

1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 3" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 5' DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED. (PULL MULCH 6" BACK FROM TRUNK)
3. DO NOT CHANGE PLANT MATERIAL WITHOUT WRITTEN PERMISSION FROM THE CITY OF ORMOND BEACH.

TREE CALCULATIONS:

SITE TREE REQUIRMENTS	
SITE AREA	854,635
1 TREE PER 1500 SF =	570
LANDSCAPE AREA	490,846
527,199 SF - 36,353 SF =	
1 TREE PER 400 SF =	1227
TREES REQUIRED	1852
MITIGATION FOR PROTECTED TREES	625
MITIGATION FOR SPECIMEN TREES CREDIT	-175

EXISTING TREES	
PALM TREE (3:1) 173	58
ASH TREE	1
BAY TREE	7
CEDAR TREE	1
CHINABERRY TREE	11
CYPRESS TREE	38
ELM TREE	1
MAGNOLIA TREE	31
MAPLE TREE	19
OAK TREE	157
PINE TREE	106
SWEETGUM TREE	89
TOTAL	519

EXISTING SPECIMEN TREES	
TREES	216
(SEE SHEET 51.1)	

TOTAL EXISTING TREES	735

PROPOSED TREES	
SABAL PALMS (3:1) 157	52
MAGNOLIA (2.5")	12
MAGNOLIA (3.5") 32x2	64
LITTLE GEM (2.5")	16
SILVER DATE PALM (1:1)	3
LIVE OAK (2.5")	44
LIVE OAK (3.5") 37x2	74
BALD CYPRESS (2.5")	29
BALD CYPRESS (3.5") 4x2	8
MULE PALM (3:1) 9	3
DAHOON HOLLY (2.5")	8
DAHOON HOLLY (3.5") 10x2	20
EAGLESTON HOLLY (2.5")	16
QUEEN PALM (3:1) 18	6
NELLIE HOLLY (2.5")	5
CRAPE MYRTLE (2.5")	50
EASTERN RED CEDAR (2.5")	46
TOTAL	456

MINIMUM VUA REQUIREMENTS	
REQUIRED: 10%	
161,047 SF x 0.1 = 16,105 SF	

VUA ISLANDS					
NUMBER	AREA (SF)	NUMBER	AREA (SF)	NUMBER	AREA (SF)
1	165	23	1031	45	165
2	488	24	175	46	165
3	165	25	165	47	165
4	165	26	165	48	165
5	188	27	165	49	238
6	204	28	165	50	1705
7	165	29	165	51	332
8	165	30	165	52	165
9	262	31	407	53	165
10	233	32	250	54	781
11	182	33	238	55	165
12	165	34	338	56	165
13	165	35	165	57	165
14	397	36	165	58	165
15	301	37	165	59	165
16	165	38	165	60	165
17	165	39	165	TOTAL	15337
18	165	40	165		
19	165	41	165		
20	165	42	695		
21	165	43	165		
22	292	44	165		

SEE SHEET 67 FOR VUA LOCATIONS

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

TOTAL AMOUNT OF TREES PROVIDED	
SITE TREE REQUIREMENTS	1,227
TREE MITIGATION FOR PROTECTED TREES	625
TREE MITIGATION FOR SPECIMEN TREES	-175
TOTAL TREES REQUIRED	1,852
EXISTING TREES (6" CALIPER & LARGER)	735
EXISTING TREES (2" to 5" CALIPER) WITHIN TPA	549
PROPOSED TREES	456
TOTAL TREES PROVIDED	**1,740**

MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 175 TREES USED FOR PROTECTED TREES.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
9. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
10. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
11. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
12. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
13. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
14. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
15. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
24. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
26. REMOVAL OF ALL CONSTRUCTION DEBIRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBIRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
27. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
28. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
29. PER SECTION 11.01.02.B.4 OF THE LAND DEVELOPMENT CODE, ANY EXPANSION PROJECT SHALL INCLUDE REPLACING PREVIOUSLY PLANTED REQUIRED LANDSCAPING AND REPAIR OF EXISTING IRRIGATION THAT HAS BEEN DAMAGED OR DIED. AS-BUILTS ARE AVAILABLE FROM THE CITY.

REVISIONS

DATE	DESCRIPTION
9/2/22	CITY COMMENTS
8/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
L.C.A. # 26000394
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Civil Engineering
Transportation, CEI
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LANDSCAPE DETAILS AND NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD

ORMOND BEACH, FL 32174

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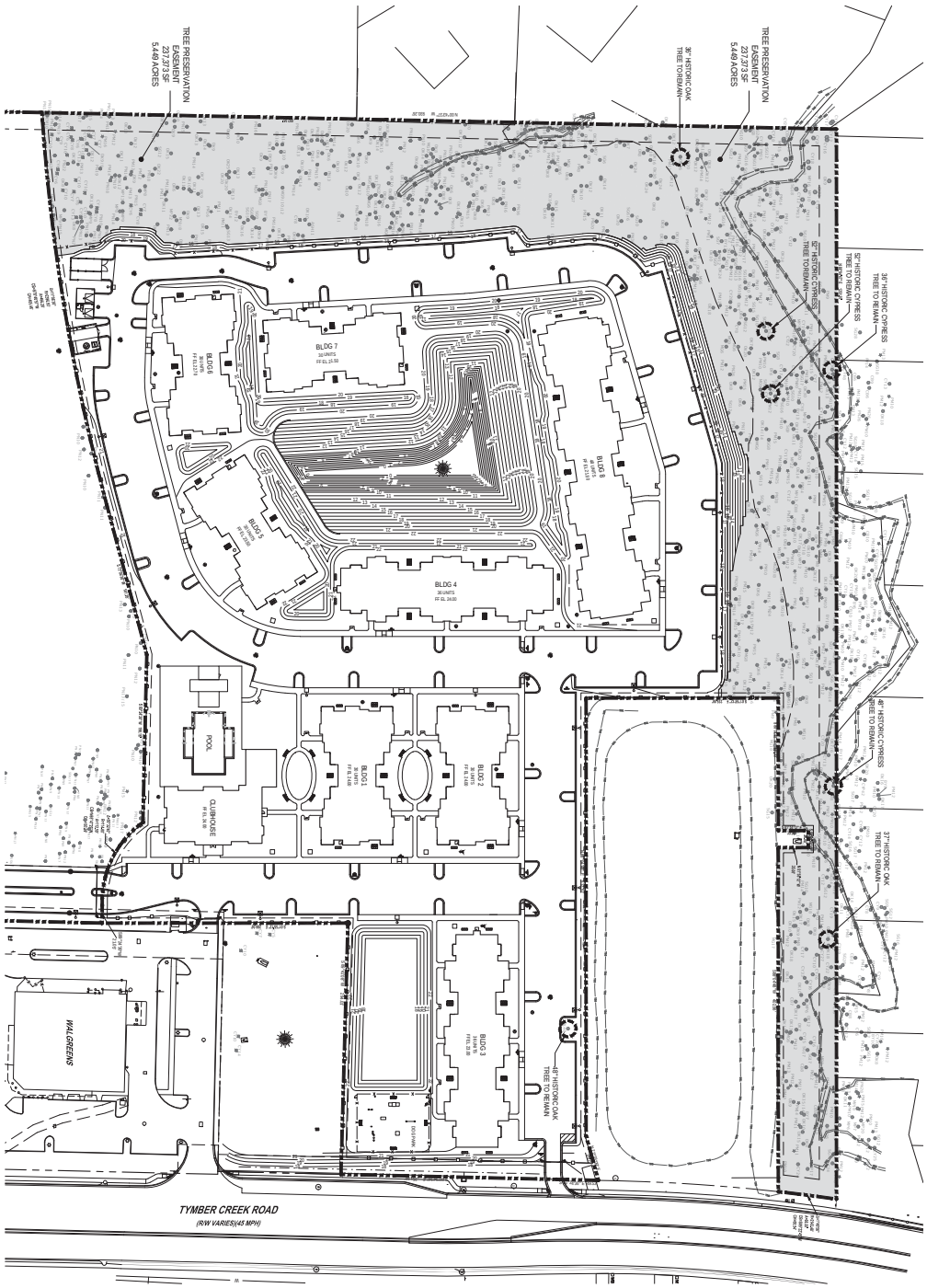
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

72

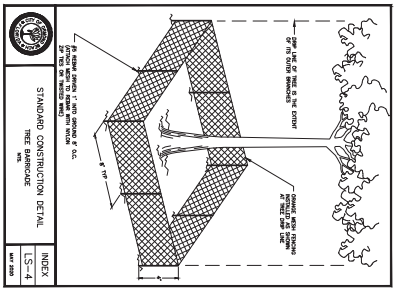


TREE PRESERVATION AREA REQUIREMENT:

REQUIRED TREE PRESERVATION = 15.0%
REQUIRED TREE PRESERVATION = 854, 085 SF X15 = 128,085SF (15.0%)
TREE PRESERVATION AREA PROVIDED 237,370 SF = 5.449 ACRES
TOTAL TREE PRESERVATION AREA 237,373 SF / 854,055 SF = 27.8%

LEGEND

TREE PRESERVATION AREA (27.8%)



TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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NO.	DATE	DESCRIPTION
1	4/1/22	TRE/BLOCK
2	5/2/22	OWNER
3	10/3/23	CITY COMMENTS

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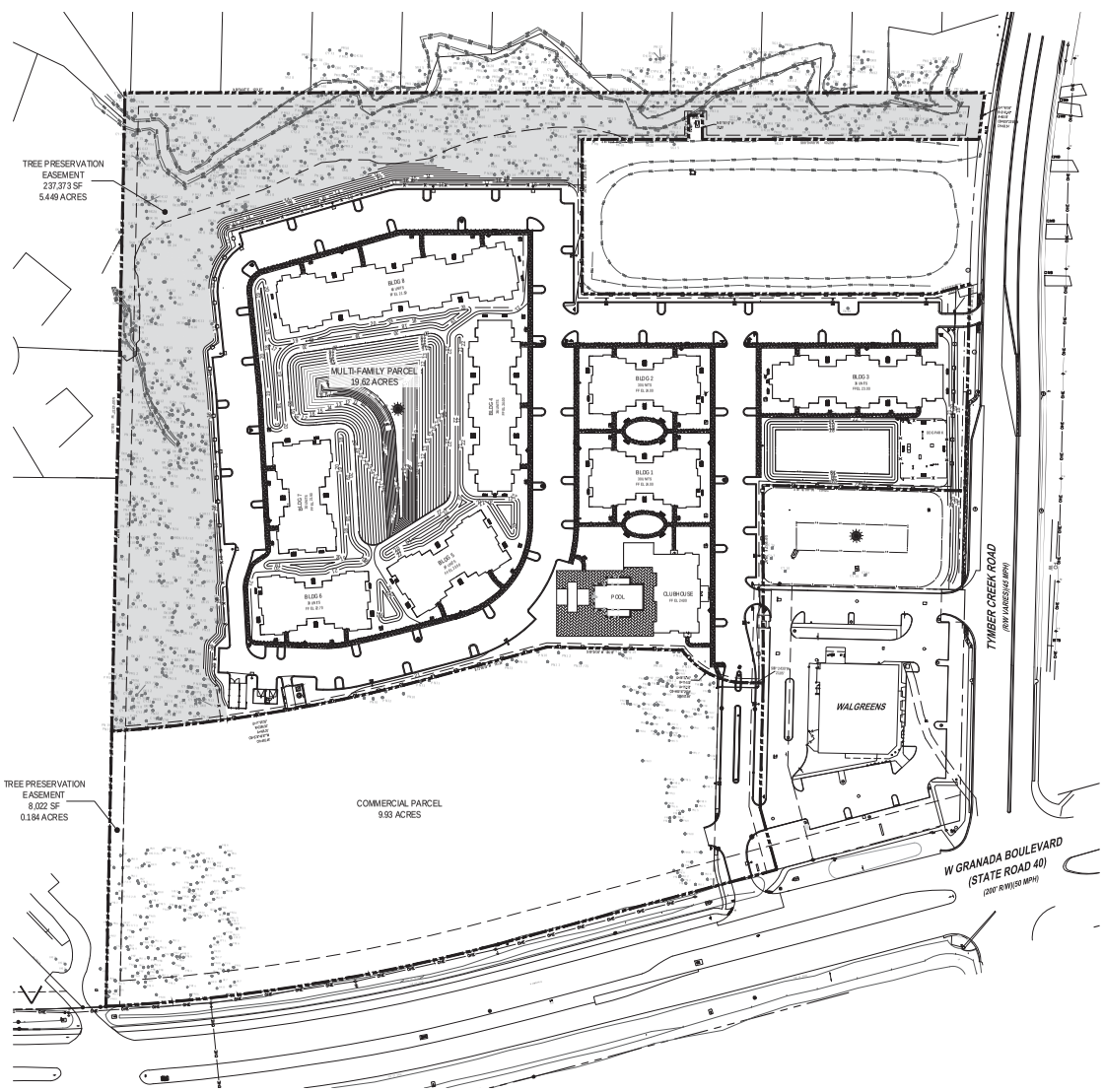
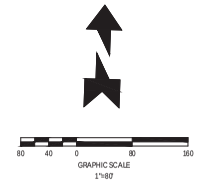
THE ENGINEER AND THE CONSTRUCTION INSPECTION AGENCY SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF THE COMPLETION OF CONSTRUCTION WORK.

THE ENGINEER OF RECORD IS RESPONSIBLE FOR THE PREPARATION OF THE ENGINEERING PLANS AND SPECIFICATIONS. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PRECAUTIONS OR PROGRAMS IN CONNECTION WITH THE WORK.

HARRY H. NEWKIRK, P.E. # 62971
PROJECT No: 2020-08
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NHS
CHECKED BY: HHN
SCALE: 1"=60'

DRAWING NUMBER **83**





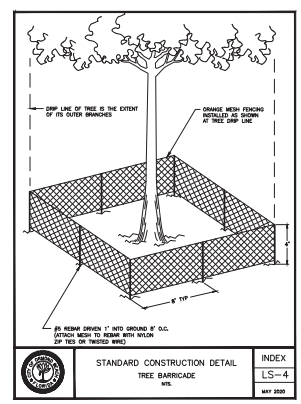
OVERALL TREE PRESERVATION AREA REQUIREMENT:

COMMERCIAL & MULTI-FAMILY
TREE PRESERVATION AREA REQUIRED = 15%
0.15 x (9.93 + 19.62) = 4.433 ACRES
TREE PRESERVATION AREA PROVIDED

MULTI-FAMILY	5.449 ACRES
COMMERCIAL	0.184 ACRES
OVERALL TOTAL TREE PRESERVATION AREA	5.633 ACRES (19.1%)
	5.633 / (9.93 + 19.62) = 19.1%

LEGEND

TREE PRESERVATION AREA (19.1%)



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.
INDEX
LS-4
MAY 2020

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLEBLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

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OVERALL TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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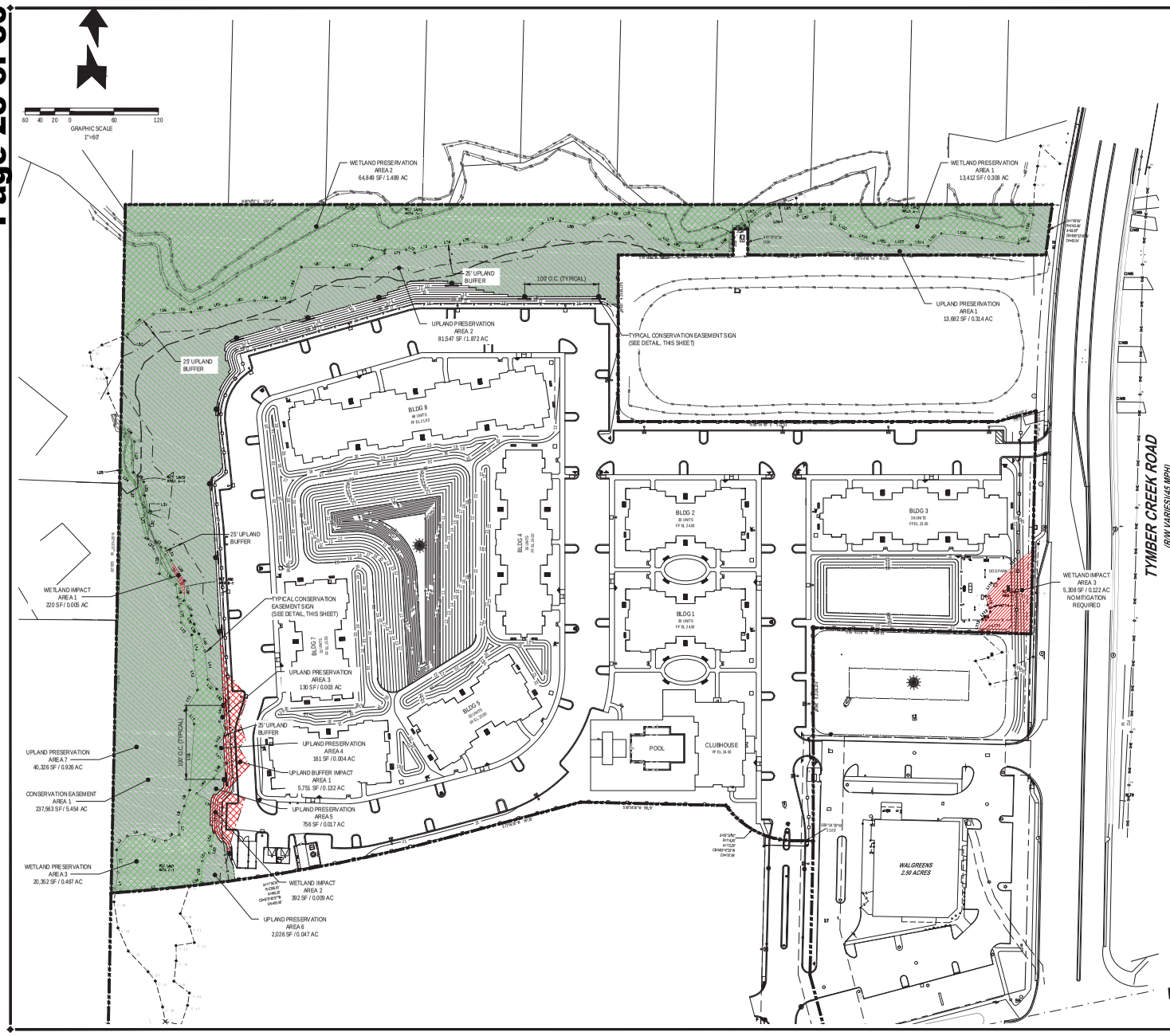
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER
84

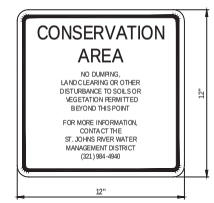


WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA 5,920 SF / 0.136 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 612 SF / 0.014 AC
- WETLAND PRESERVATION AREA 98,613 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA 138,628 SF / 3.182 AC (TOTAL)
- UPLAND BUFFER IMPACT AREA 5,751 SF / 0.132 AC (TOTAL)
- CONSERVATION EASEMENT AREA 237,563 SF / 5.454 AC (TOTAL)
- CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)



SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.
TOTAL 13 SIGNS

CONSERVATION EASEMENT SIGN

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

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WETLAND IMPACT/ PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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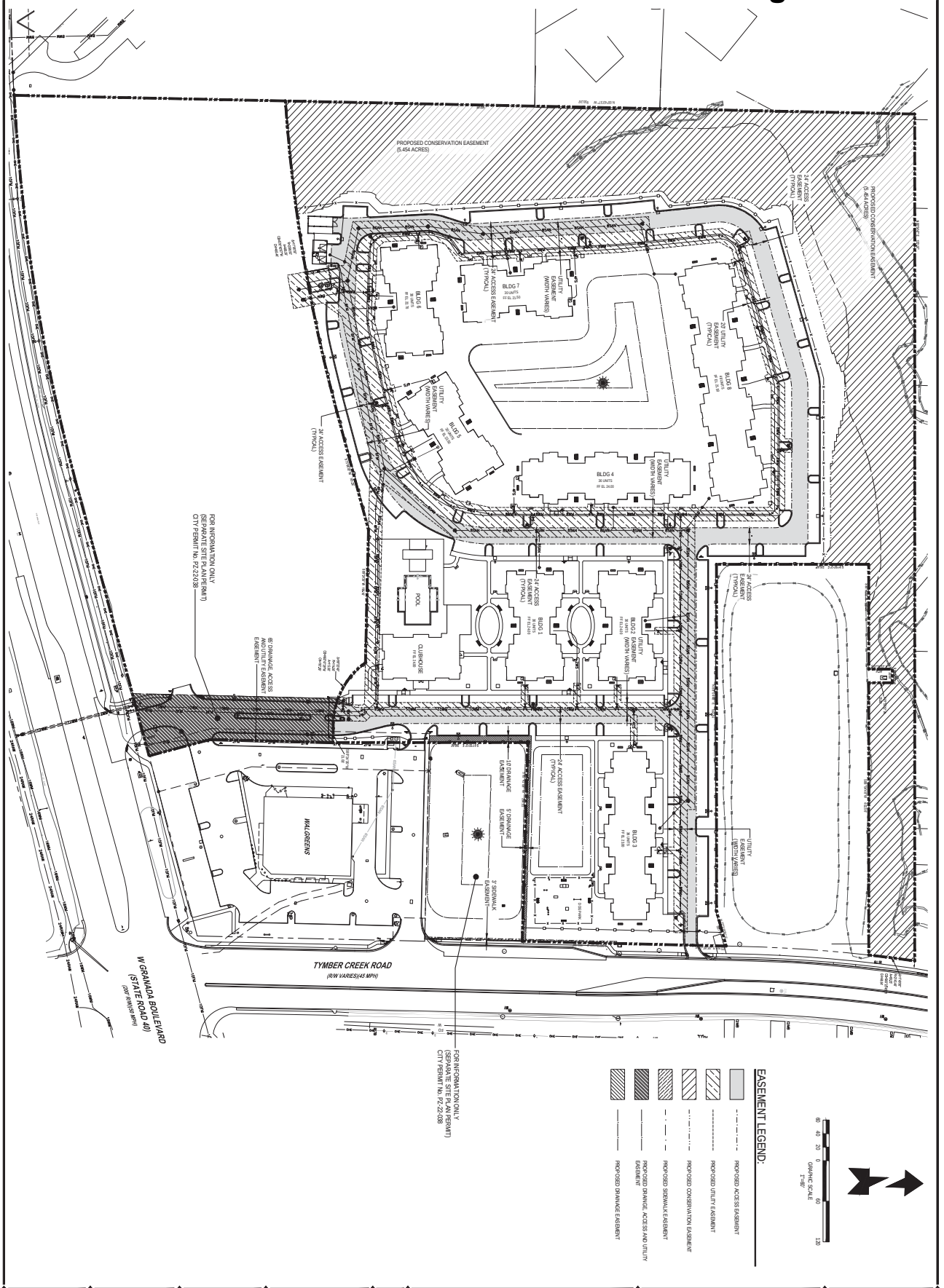
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

85



REVISIONS		
DATE	DESCRIPTION	
4/7/22	TITLE BLOCK	
10/2/22	OWNER	
3/4/23	CITY COMMENTS	

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EASEMENT PLAN
TYMBER CREEK APARTMENTS
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HARRY H. NEWKIRK, P.E. # 62971
PROFESSIONAL ENGINEER
NO. 62971
STATE OF FLORIDA
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No: 2020-06
DATE: NOVEMBER 2021
DESIGN BY: HHN
DRAWN BY: NWS
CHECKED BY: HHN
SCALE: 1"=60'

DRAWING NUMBER
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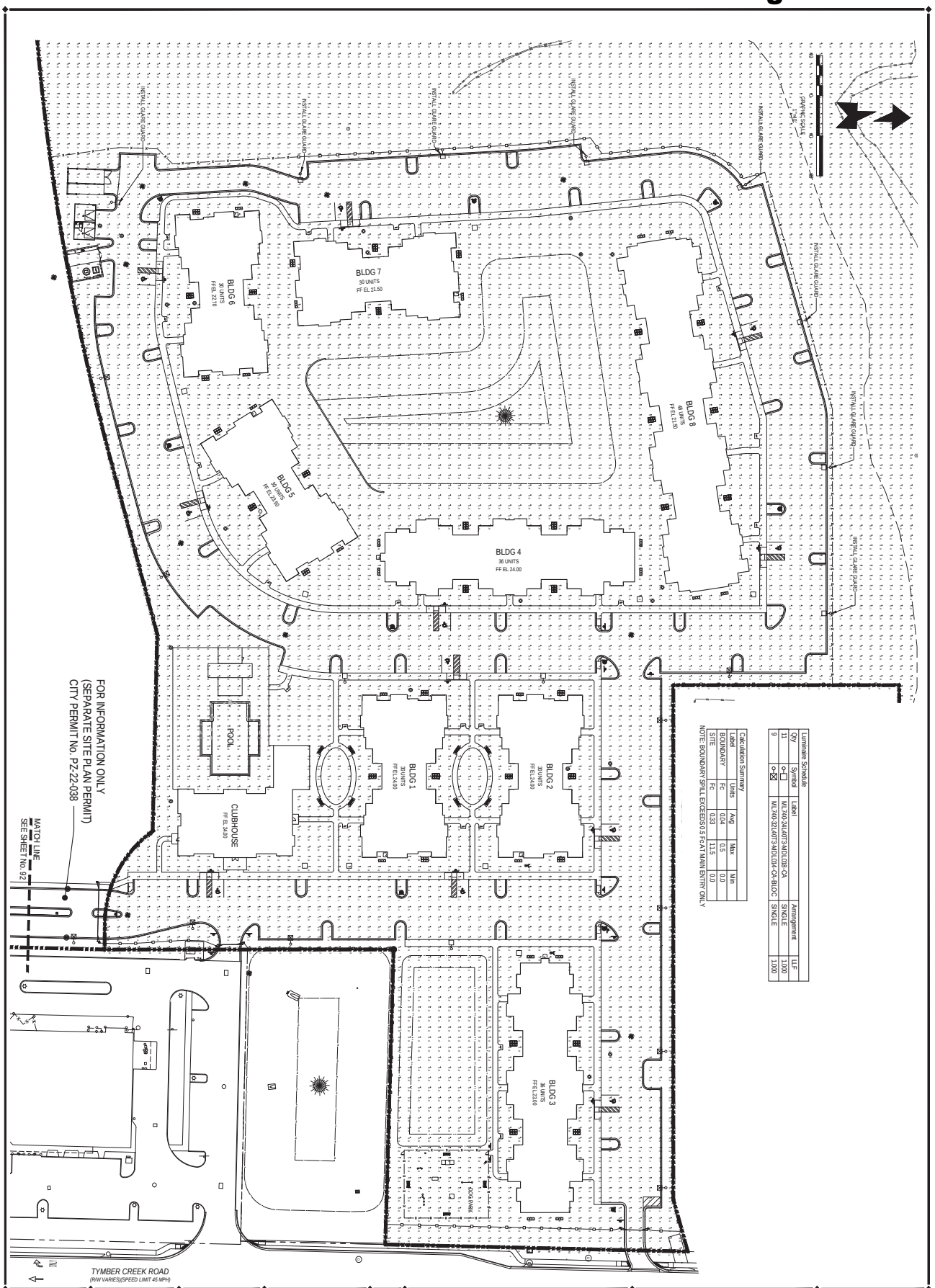

Luminaire Schedule

Qty	Symbol	Label	Arrangement	LLF
11		ML740-24L40T3-MDL018-CA	SINGLE	1.000
9		ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary

Label	Units	Avg	Max	Min
BOUNDARY	Fc	0.04	0.5	0.0
SITE	Fc	0.33	11.5	0.0

NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

91

DRAWING NUMBER

SCALE: 1" = 40'

CHECKED BY: HHN

DRAWN BY: NYS

DESIGN BY: HHN

DATE: NOVEMBER 2021

PROJECT No: 2020-06

HARRY H. NEWKIRK, P.E. # 62971

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PHOTOMETRIC PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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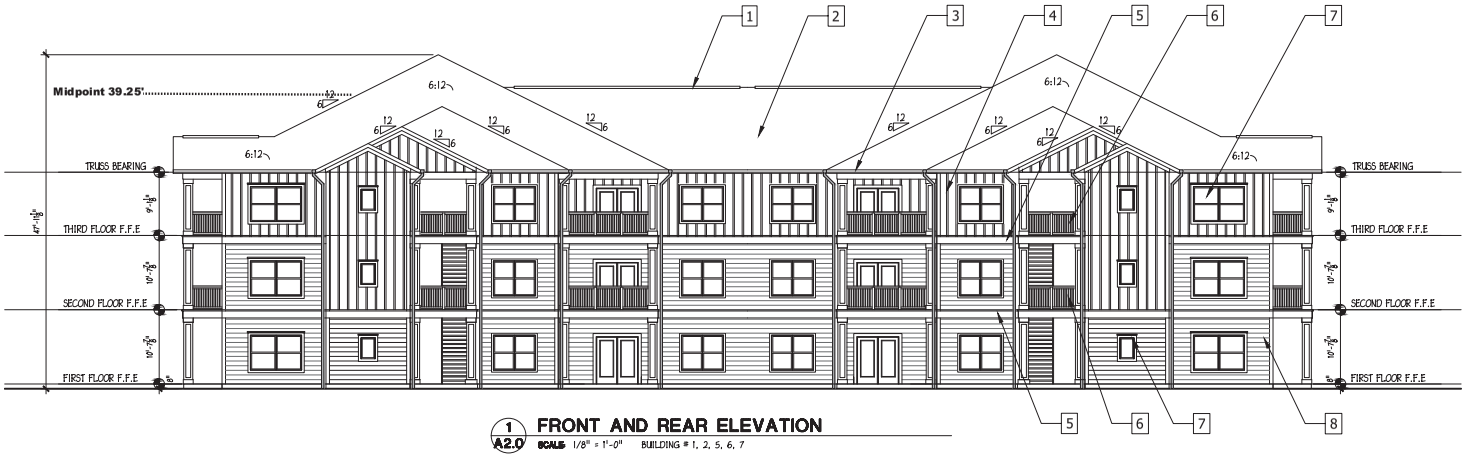
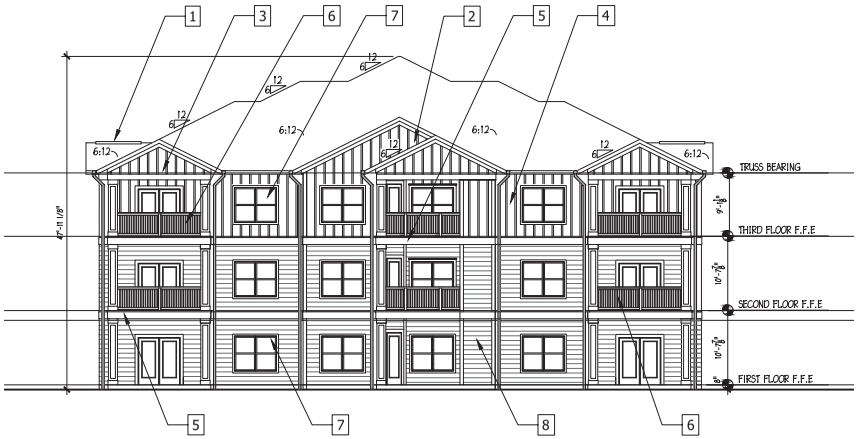
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/28/22	OWNER
11/18/22	CITY COMMENTS



1 A2.0 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7



2 A2.0 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:
ITEM: DATE:
PERMIT REVIEW 02-27-2020

REVISIONS:
TAG: DATE:

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TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

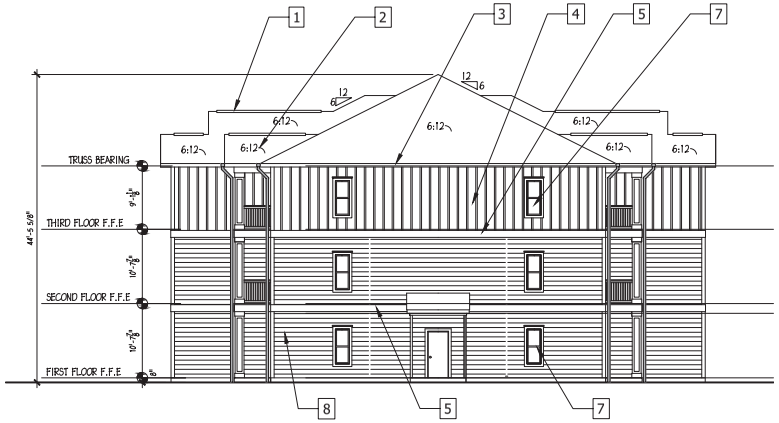
JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
1, 2, 5, 6, 7

SHEET NO.
A2.0



1 A2.1 **FRONT AND REAR ELEVATION**
SCALE 3/32" = 1'-0" BUILDING # 3, 4



2 A2.1 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 3, 4

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

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ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

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ITEM: DATE:
PERMIT REVIEW 02-27-2020

REVISIONS:
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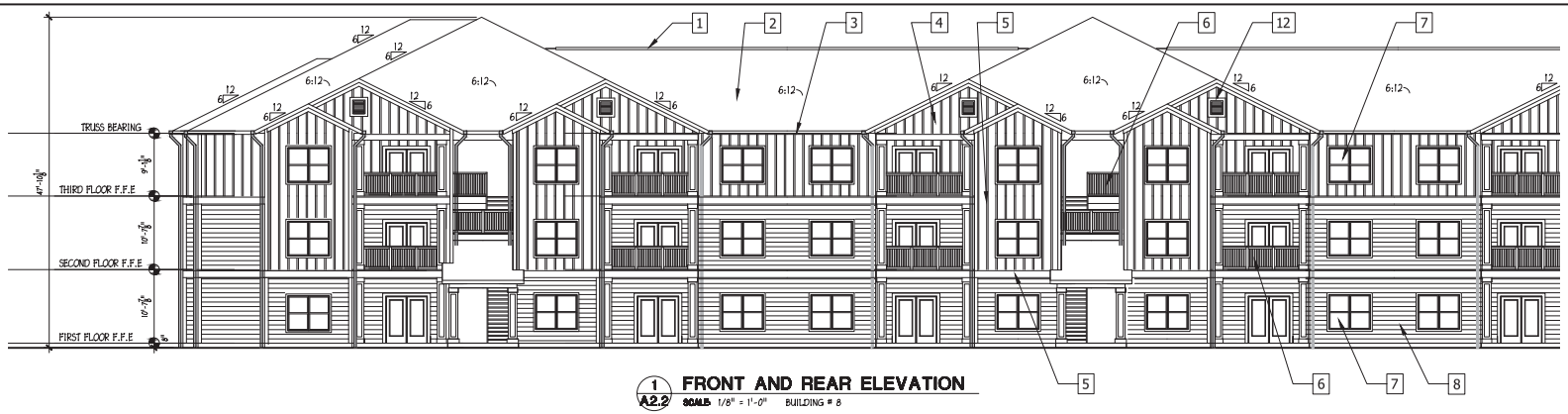
TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

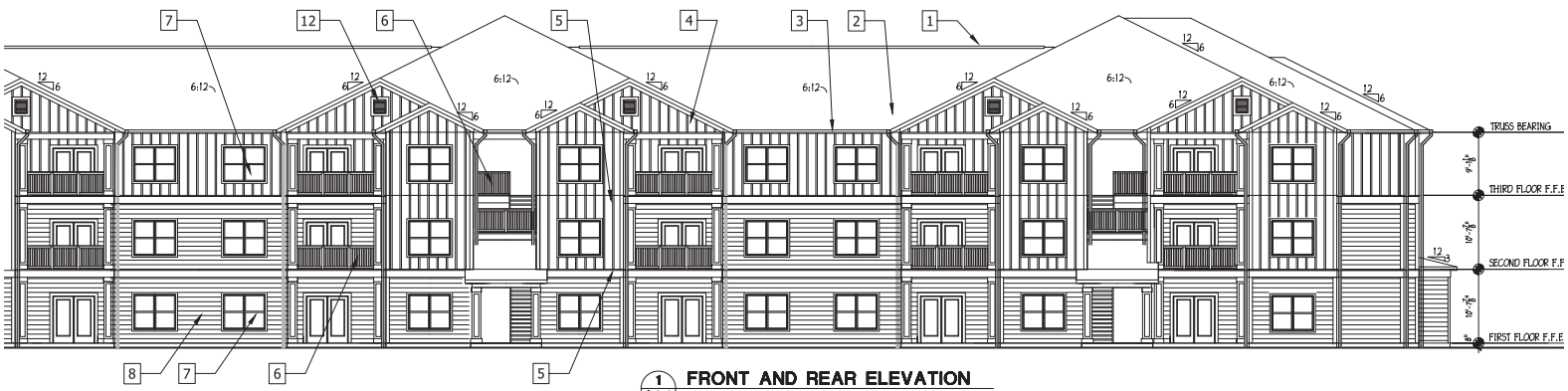
JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
BUILDING # 3, 4

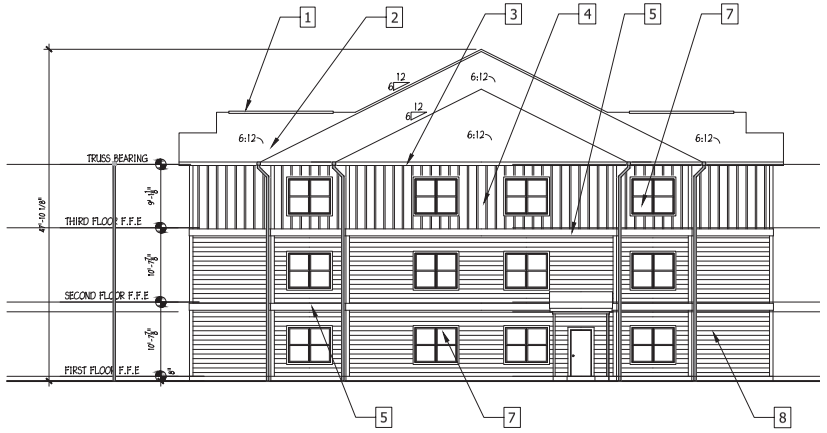
SHEET NO.
A2.1



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



2 A2.2 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:
ITEM: DATE:
PERMIT REVIEW 02-27-2020

REVISIONS:
TAG: DATE:

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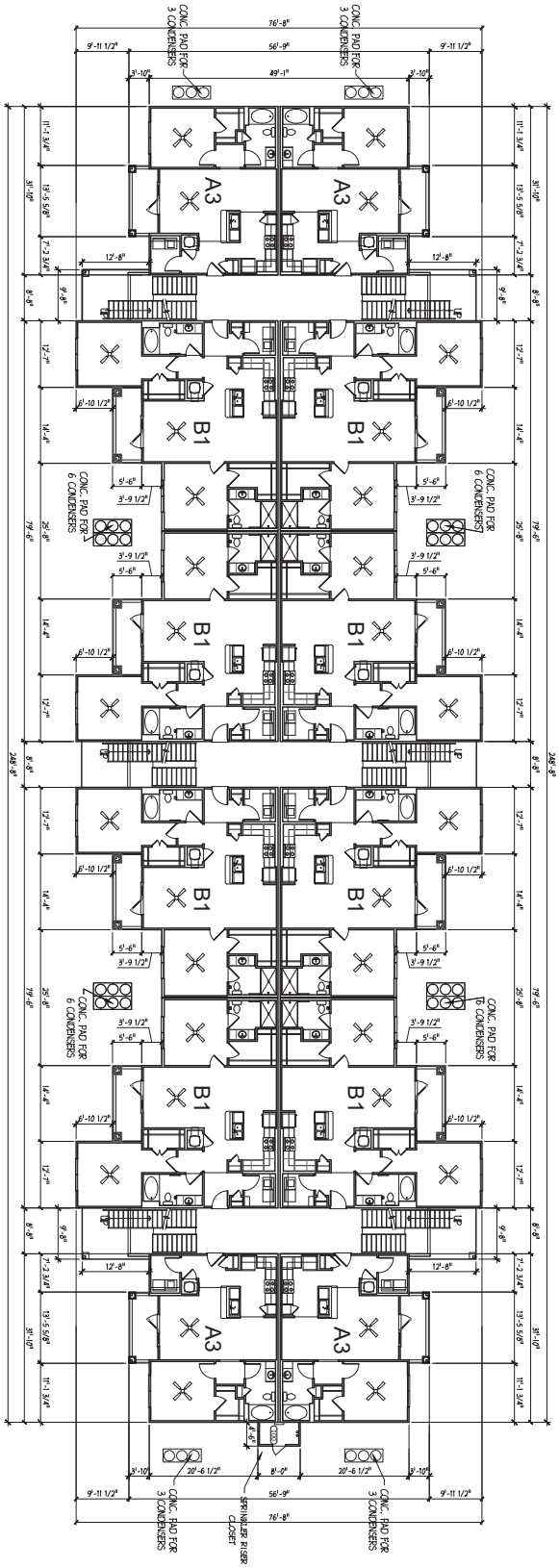
TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
BUILDING # 8

SHEET NO.
A2.2



A1.1 **BUILDING FLOOR PLAN - GROUND FLOOR**
SCALE: 3/32" = 1'-0" BUILDING #3, 4

SHEET NO.	A1.1
BUILDING PLANS BUILDING # 3, 4	
JOB NUMBER: EL43	
DRAWN BY:	
CHECKED BY:	

TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

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ATLANTA, GEORGIA 30341
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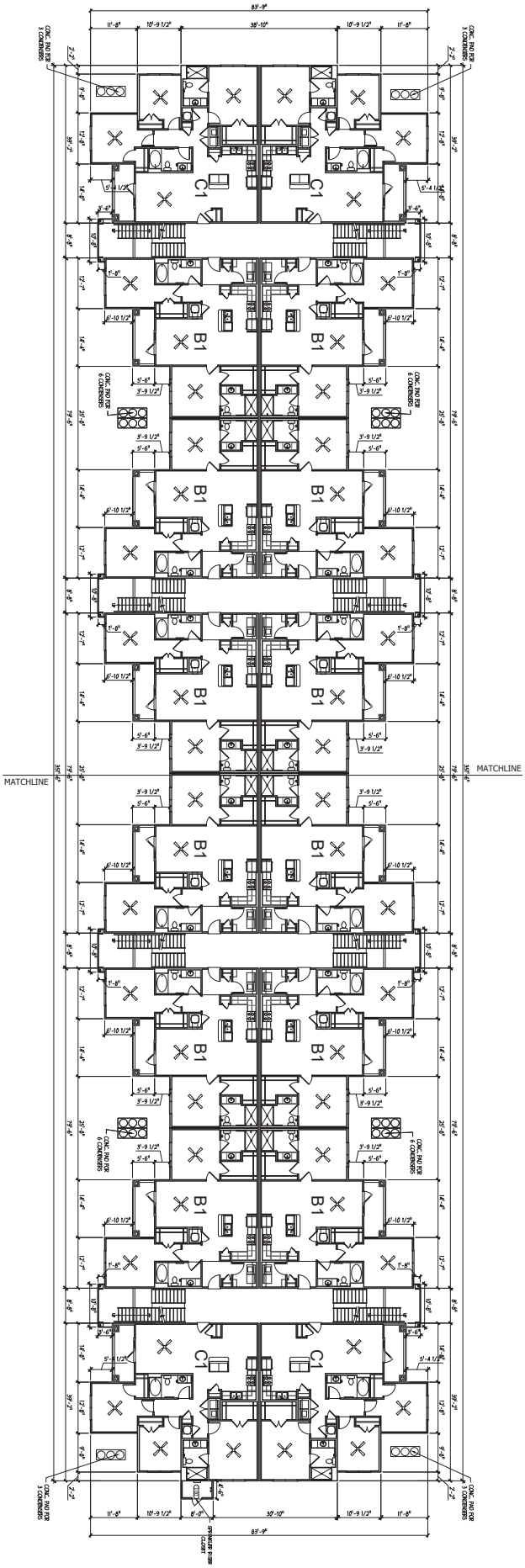
EXHIBIT "D"
Page 30 of 30



1 A1.2 BUILDING FLOOR PLAN - GROUND FLOOR
SCALE: N.T.S. BUILDING #8

JOB NUMBER: E143 DRAWN BY: CHECKED BY: BUILDING PLANS BUILDING # 8 SHEET NO. A1.2	TYMBER CREEK APARTMENTS AN APARTMENT COMMUNITY FOR TELLUS PARTNERS ORMOND BEACH, FLORIDA	JOB PROGRESS: ITEM: DATE: PERMIT REVIEW 02-27-2020 REVISIONS: TAG: DATE:	ENGLISH & ASSOCIATES ARCHITECTS, INC. 3084 MERCER UNIVERSITY DRIVE, SUITE 100 ATLANTA, GEORGIA 30341 DENGLISH@ENGLISHASSOCIATESINC.COM

Site Plan submitted
April 3, 2023

INDEX OF SHEETS

DWG.NO.	DESCRIPTION
1	COVER
2-5	BOUNDARY AND TOPOGRAPHIC SURVEY
6-8	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES
9-11	DEMOLITION AND SWPPP PLAN
12	STATE ROAD 40 RIGHT-OF-WAY SWPPP
12.1	STATE ROAD 40 RIGHT-OF-WAY SWPPP
13	TYMBER CREEK ROAD RIGHT-OF-WAY SWPPP
14	SWPPP DETAILS AND NOTES
15	OVERALL DEVELOPMENT PLAN
16	OVERALL PHASING PLAN
17-18	SITE LAYOUT PLAN
19-20	STRIPING AND SIGNAGE PLAN
21	S.R. 40 OVERALL TURN LANE IMPROVEMENTS
22	S.R. 40 RIGHT TURN LANE RIGHT-OF-WAY IMPROVEMENTS
23	S.R. 40 RIGHT TURN LANE R-O-W DRAINAGE & GRADING
23.1	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
23.2	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
24	TYMBER CREEK ROAD RIGHT-OF-WAY IMPROVEMENTS
25	TYMBER CREEK ROAD R-O-W DRAINAGE & GRADING
26	DRAINAGE PLAN
27-28	DRAINAGE DETAILS
29	STORMTECH DETAILS
30	POST-DEV WATER TABLE CALCULATION PLAN
31	ACCESS ROAD DRAINAGE PLAN
32	ACCESS ROAD STORMTECH DETAILS
33	WALGREENS DRAINAGE MODIFICATION PLAN
34-35	GRADING PLAN
36-37	RETAINING WALL DETAILS AND NOTES
38-42	CROSS SECTIONS
43-44	UTILITY PLAN
45	PLAN AND PROFILE
46	PLAN AND PROFILE
47	PLAN AND PROFILE
48	PLAN AND PROFILE
49	PLAN AND PROFILE
50	PLAN AND PROFILE
51	UTILITY CONFLICT DETAILS
52	UTILITY DETAILS AND NOTES
53-55	CITY OF ORMOND BEACH LIFT STATION DETAILS
56-57	CITY OF ORMOND BEACH DETAILS
58	MISCELLANEOUS DETAILS AND NOTES
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65-66	MAINTENANCE OF TRAFFIC
67	OVERALL LANDSCAPE PLAN
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71	LANDSCAPE PLAN (TYPICAL BUILDING TYPE 1, 2, AND 3)
72	LANDSCAPE DETAILS AND NOTES
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74-76	TREE REMOVAL PLAN
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78	OVERALL IRRIGATION PLAN
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82	IRRIGATION DETAILS AND NOTES
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~~84~~	~~OVERALL TREE PRESERVATION PLAN~~
85	WETLAND IMPACT / PRESERVATION PLAN
86	WETLAND BUFFER EXHIBIT
87	MEAN HIGH WATER MARK BUFFER EXHIBIT
88	BUILDING TO BUILDING SETBACK EXHIBIT
89	AUTOTURN TRUCK PLAN
90	EASEMENT PLAN
91	SITE PHOTOMETRIC PLAN
92	PHOTOMETRIC DETAILS

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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SITE PLAN DRAWINGS FOR

TYMBER CREEK APARTMENTS

SECTION 25, TOWNSHIP 14 S, RANGE 31 E
412500000221 & 412500000230
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

NOVEMBER 2021
REVISED MARCH 2023

LEGAL DESCRIPTION

SEE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS 2-5.

PROJECT STATEMENT

PROPOSE A 270-UNIT APARTMENT COMPLEX CONSISTING OF 8 APARTMENT BUILDINGS, CLUBHOUSE WITH POOL, MAINTENANCE BUILDING, TRASH COMPACTOR AND DOG PARK. THE PROJECT CONSISTS OF 19.62 ACRES WITH 7.517 ACRES OF IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-008
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR
FDOT (ACCESS)	2021-A-591-00078
FDOT (DRAINAGE)	2021-D-591-00042
FDOT (UTILITY)	.
SJRWMD (STORMWATER)	95674-3
VOLUSIA COUNTY (USE)	2020-P-USE-0578
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

CONTACT NUMBERS

PLANNING & BUILDING - CITY OF ORMOND BEACH (386) 673-3238
WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550

PROJECT TEAM

PROPERTY OWNER/APPLICANT: VCP ORMOND BEACH II LLC
2120 S HIGHWAY A1A
VERO BEACH, FL 32963
EMAIL: GMCMILLAN@TELLUS-PARTNERS.COM
PHONE: (404) 798-5974

ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1230 NORTH US1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

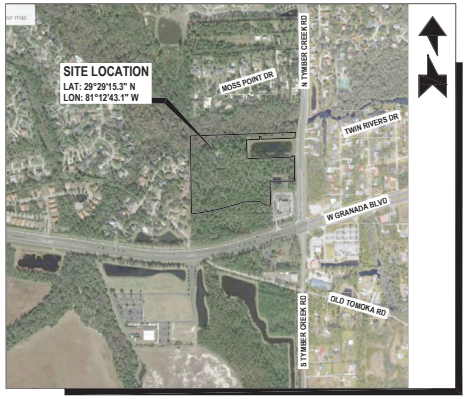
ARCHITECT: ENGLISH ASSOCIATES INC.
3084 MERCER UNIVERSITY DRIVE
ATLANTA, GA 30341
PHONE: (470) 395-6263
EMAIL: DENGLISH@ENGLISHASSOCIATESINC.COM

SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE: (386) 761-5385
EMAIL: WWW.SLIGERASSOCIATES.COM

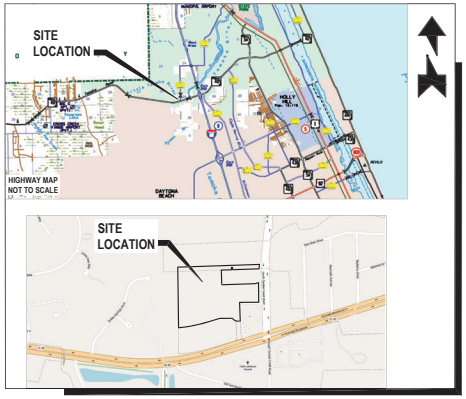
GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

TRAFFIC: LASSITER TRANSPORTATION GROUP
1450 W GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FL 32174
PHONE: (386) 257-6996
EMAIL: INFO@LTG-INC.US

ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
EMAIL: BGRIFFY@ECSFL.CC

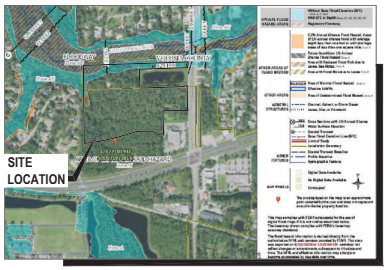


AERIAL MAP
SCALE: 1" = 700'



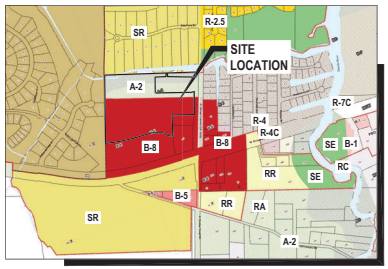
LOCATION MAP
SCALE: 1" = 1,200'

One Nation... One Number... 811
Know what's below. Call before you dig.



FLOOD ZONE MAP
SCALE: 1" = 700'

PANEL NO. 12127C0194 J
FLOOD ZONE "X" & "AE"



ZONING MAP
SCALE: 1" = 800'

PROJECT ZONING DISTRICT:
B-8 (COMMERCIAL)



SOILS MAP
SCALE: 1" = 500'

SOIL TYPES: SEE SITE AND GENERAL INFORMATION SHEET No. 5

PROJECT No. 2020-06

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A.# 30209
LC. # 26000084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

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HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER

1

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

#3	BENCHMARK ID		FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
B24	BORING ID		EXISTING EASEMENT
	EXISTING CABLE TV PEDESTAL	FOC	EXISTING UNDERGROUND FIBER OPTIC CABLE
	EXISTING CAP OR PLUG	#FM	EXISTING FORCE MAIN (# INDICATES SIZE)
	EXISTING CLEAN OUT	GAS	EXISTING GAS MAIN
	EXISTING CONDUIT RISER/ MARKER	OHE	EXISTING OVERHEAD ELECTRIC CABLES
	EXISTING ELECTRIC METER	OHT	EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
	EXISTING ELEVATION (SOFT)	#RAW	EXISTING RAW WATER MAIN (# INDICATES SIZE)
5.0±	PROPOSED ELEVATION (SOFT)	#REC	EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
	EXISTING ELEVATION (HARD)	#SAN	PROPOSED SANITARY SEWER (# INDICATES SIZE)
5.00	PROPOSED ELEVATION (HARD)	#WM	PROPOSED WATER MAIN (# INDICATES SIZE)
	EXISTING FIRE HYDRANT	12	EXISTING CONTOUR
	PROPOSED FIRE HYDRANT	10	PROPOSED CONTOUR (SOFT)
	EXISTING FLOW DIRECTION	10	PROPOSED CONTOUR (HARD)
	PROPOSED FLOW DIRECTION	UTEL	EXISTING UNDERGROUND TELEPHONE CABLE
	EXISTING GAS METER	UTV	EXISTING UNDERGROUND TELEVISION CABLE
	EXISTING GAS VALVE	UGE	EXISTING UNDERGROUND ELECTRICAL POWER CABLE
	EXISTING GUY WIRE & ANCHOR PIN		JURISDICTIONAL WETLAND LINE
	EXISTING MAIL BOX	#SAN	EXISTING SANITARY SEWER (# INDICATES SIZE)
	EXISTING MANHOLE (UNKNOWN)	#WM	EXISTING WATER MAIN (# INDICATES SIZE)
	PROPOSED MANHOLE		EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
	EXISTING SANITARY SEWER CLEANOUT		EXISTING SWALE OR CENTER OF DITCH
	EXISTING SANITARY SEWER MANHOLE		PROPOSED SWALE OR CENTER OF DITCH
	EXISTING ROAD SIGNS AND POSTS		EXISTING TOP OF DITCH BANK
	PROPOSED SIGN AND POST		EXISTING BOTTOM OF DITCH BANK
	EXISTING TEE	// // //	EXISTING WOOD FENCE
	EXISTING UTILITY POLE	x x	EXISTING WIRE OR CHAIN LINK FENCE
	EXISTING VALVE IRRIGATION	x x	PROPOSED WIRE OR CHAIN LINK FENCE
	EXISTING VALVE WATER		PROPOSED SILT/SEDIMENT FENCE
	PROPOSED WATER VALVE		PROPOSED COIR ROLL OR WATTLE
	EXISTING WATER METER		PROPOSED FLOATING TURBIDITY BARRIER
	EXISTING STORM SEWER WITH INLET	TP TP	PROPOSED TREE PROTECTION
	PROPOSED STORM SEWER WITH INLET		
	FOUND 1/2" CAPPED IRON ROD L.B. #3724		
	FOUND 1/2" IRON ROD (NO I.D.)		

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
   - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
   - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
   - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

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425-010	STRUCTURE BOTTOMS - TYPES J AND P	330-001	TURNOUTS
205	PIPE BACKFILL	546	SIGHT DISTANCE AT INTERSECTIONS
425-021	CURB INLET TOPS - TYPES 5 & 6	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-024	CURB INLET TOP - TYPE 9	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
430-022	SIDE DRAIN MITERED END SECTION	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
520-001	CURB & CURB AND GUTTER	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
522-002	PUBLIC SIDEWALK CURB RAMPS	711-001	SPECIAL MARKING AREAS
350-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK		
120-001	EMBANKMENT UTILIZATION		

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	H/C	HANDICAP	SAN	SANITARY
CMP	CORRUGATED METAL PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
CPP	CORRUGATED PLASTIC PIPE	INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CTV	CABLE TELEVISION	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
DIP	DUCTILE IRON PIPE	K_V	VERTICAL PERMEABILITY	SS	SANITARY SEWER
ESMT	EASEMENT	KO	KNOCK OUT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
EXIST	EXISTING	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
FAC	FLORIDA ADMINISTRATIVE CODE	MB	MAP BOOK	TYP	TYPICAL
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	MES	MITERED END SECTION	UGE	UNDERGROUND ELECTRIC
		MJ	MECHANICAL JOINT	UGT	UNDERGROUND TELEPHONE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	N/A	NOT APPLICABLE	USACOE	UNITED STATES ARMY CORP OF ENGINEERS
		NIC	NOT IN CONTRACT	W	WATER (POTABLE)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	NGVD	NATIONAL GEODETIC VERTICAL DATUM		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	OHE	OVERHEAD ELECTRIC		
		OR	OFFICIAL RECORD		
FH	FIRE HYDRANT	PG	PAGE		
FOC	FIBER OPTIC CABLE	PSI	POUNDS PER SQUARE INCH		
FF EL	FINISH FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE		
FM	FORCE MAIN	PVMT	PAVEMENT		
FPD	FEET PER DAY	R	RADIUS		
G	GAS	RCP	REINFORCED CONCRETE PIPE		
GW	GROUND WATER	RPM	REFLECTIVE PAVEMENT MARKER		
		R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 854,635 SF OR 19.620 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY SLIGER AND ASSOCIATES (SEE SHEET No. 2.1, 2.2, 2.3 & 2.4 OF THESE PLANS).
2. THE EXISTING ZONING IS B-8 (COMMERCIAL) AND A-2 (RURAL AGRICULTURE). THE PROPOSED ZONING IS PBD (PLANNED BUSINESS DEVELOPMENT).
3. THE FLUM IS (1) OPEN SPACE / CONSERVATION, (2) RESIDENTIAL, OFFICE RETAIL AND (3) GENERAL COMMERCIAL.
4. THE TAX PARCEL NUMBERS ARE 412500000221 AND 412500000230.
6. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
7. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (1) APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES, (19) DELAND FINE SAND, 0 TO 5 PERCENT SLOPES, (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, (23) FARMTON FINE SAND AND (51) POMONA-ST. JOHNS COMPLEX.
8. THE SITE IS LOCATED WITHIN ZONE "X" & "AE" PER FEMA MAP PANEL No. 12127C0194 J, DATED FEBRUARY 19, 2014.
9. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
10. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
11. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
12. STORMWATER WILL BE PROVIDED BY INTERCONNECTED EXFILTRATION AND DRY RETENTION PRE-TREATMENT TO WET DETENTION POND SYSTEM.
13. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF ORMOND BEACH.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
15. ACCESS WILL BE PROVIDED FROM S.R. 40 (GRANADA BOULEVARD) WITH A RIGHT-IN AND RIGHT-OUT DRIVEWAY. EMERGENCY ACCESS WILL BE PROVIDED BY CONNECTION TO WALGREENS.

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

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(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
270 UNITS / 16.42 = 16.44 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

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PAVEMENT	161,047	3.697	18.8
CONCRETE SIDEWALKS / PADS/ POOL DECK	45,724	1.050	5.4
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TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	327,436	7.517	38.3
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3. PARKING REQUIREMENTS

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1.5 SPACES PER 1 BEDROOM x 114 = 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114 = 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144 = 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12 = 24 SPACES
TOTAL REQUIRED PARKING = 540 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	2.0
STANDARD	489	90.6
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001684
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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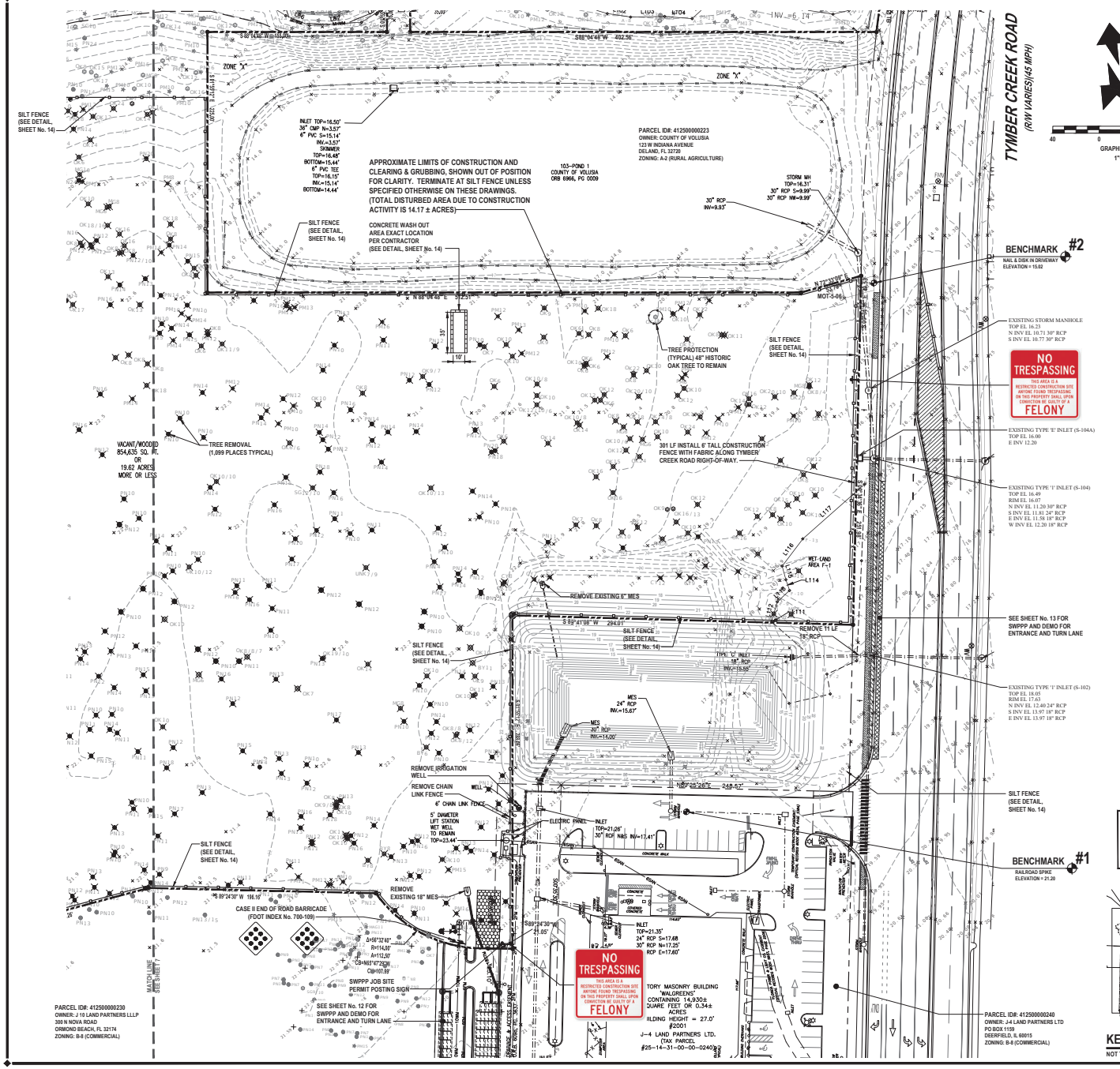
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

8



LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PINE TREE	PN
SWEETGUM TREE	SG

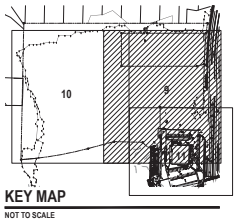
OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	OK	3	0
		7	0

"I, Harry Newkirk, Florida P.E. No. 62971, certify under penalty of law that this SWPPP plan, SWPPP manual (separate document) and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations."



KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
8/10/22	NEI

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
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Civil Engineering,
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DEMOLITION, TREE REMOVAL AND SWPPP PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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DESIGN BY:	HHN
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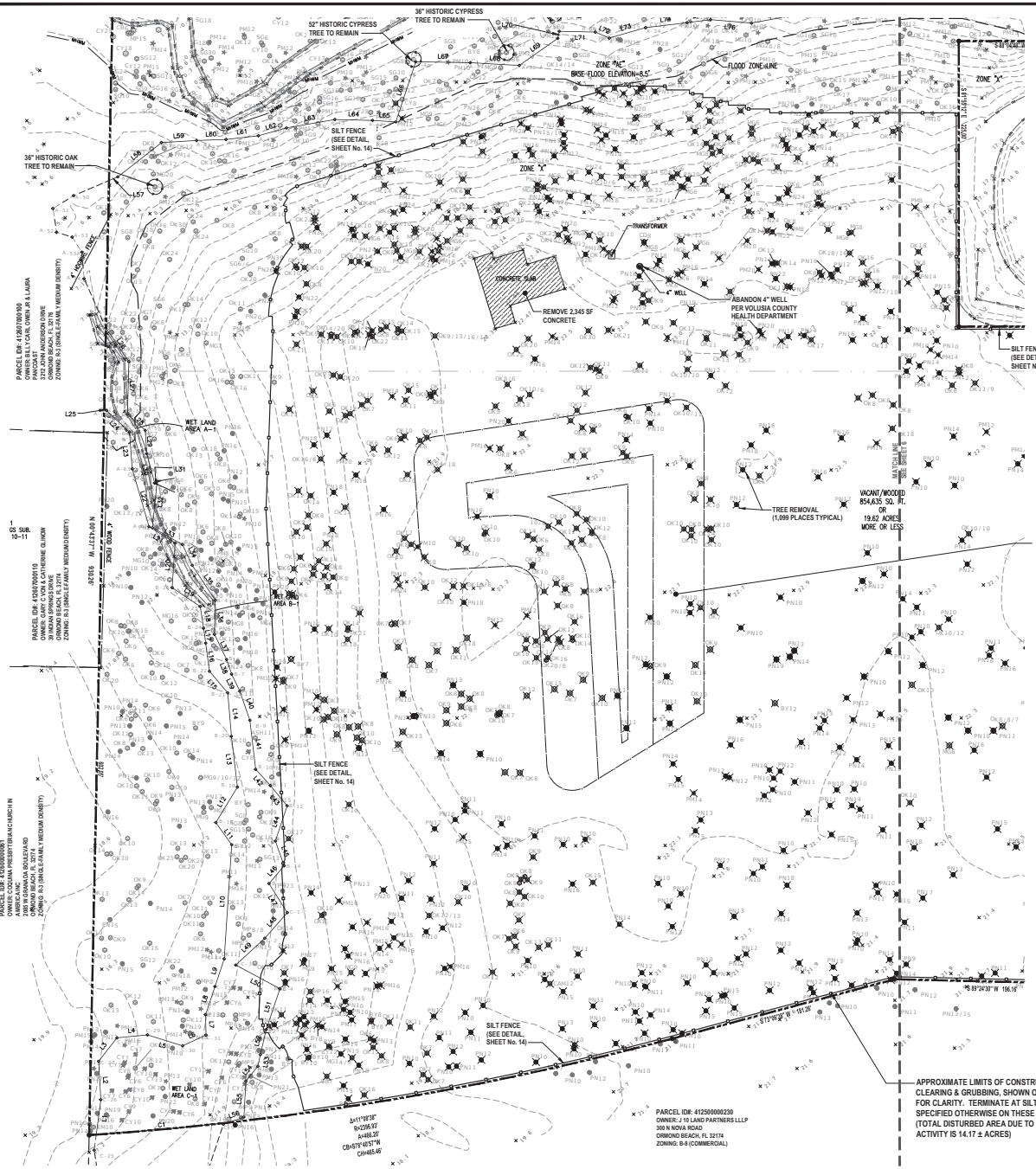
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

9



GRAPHIC SCALE
40 0 40 80
1"=40'

LEGEND:

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SWEETGUM TREE	SG

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		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	Ok	3	0
		7	0

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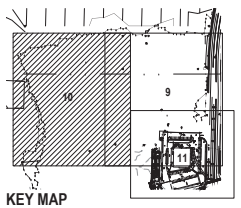

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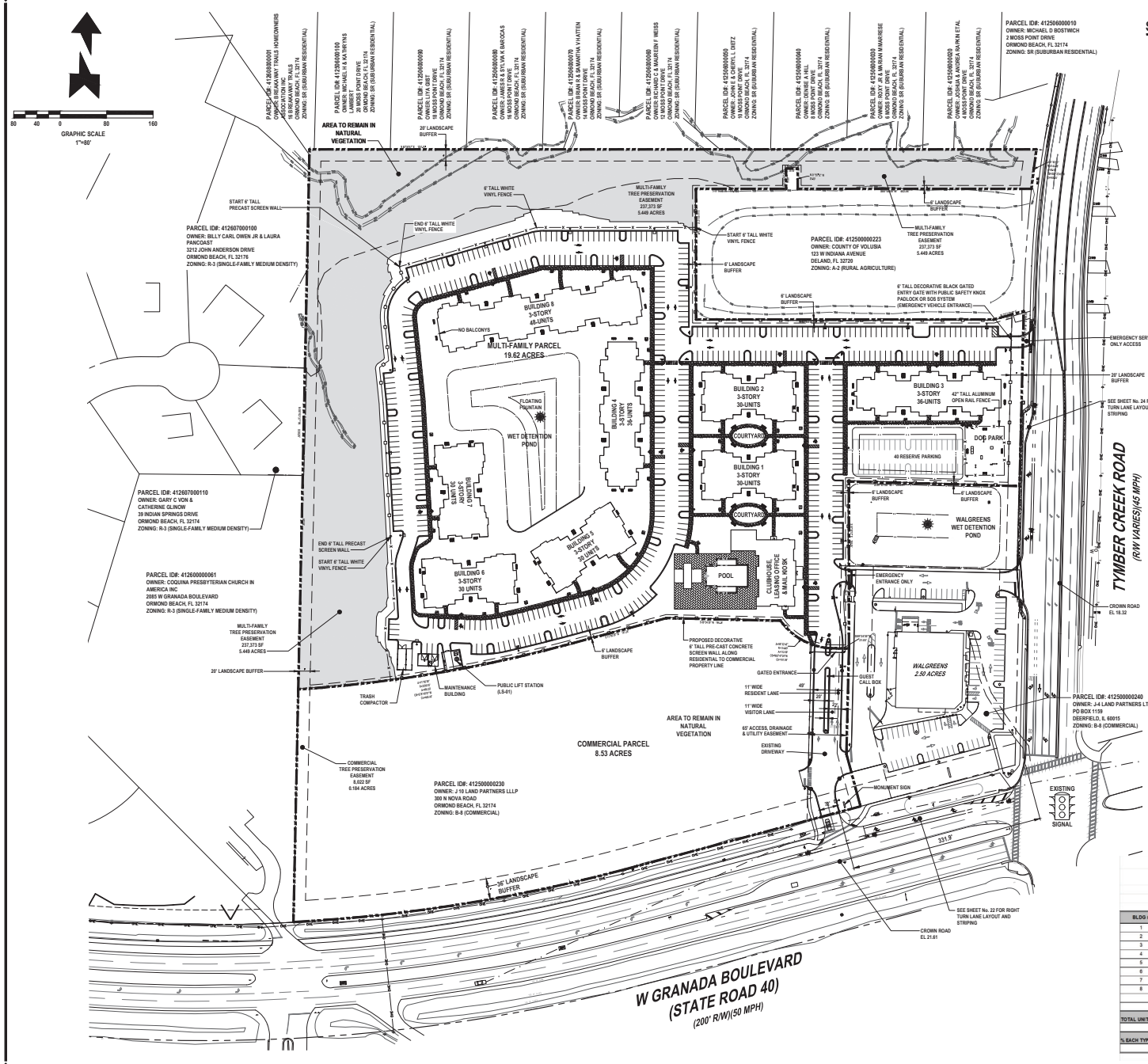

SITE DEVELOPMENT USAGE

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UNIT MIX
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10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

6. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED

TYMBER CREEK APARTMENTS - SCHEME A

UNIT MIX & BUILDING SCHEDULE

			UNIT SQ. FT.	1 BD / 1BA 774	1 BD / 1BA 792	1 BD / 1BA 754	2BD / 2BA 1128	3BD / 2BA 1311	
BLDG #	BLDG TYPE	# OF STORIES		A1	A2	A3	B1	C1	TOTAL
1	GARDEN	3 STORY		-	-	12	24	-	36
2	GARDEN	3 STORY		12	6	-	12	-	30
3	GARDEN	3 STORY		12	6	-	12	-	30
4	GARDEN	3 STORY		-	-	12	24	-	36
5	GARDEN	3 STORY		12	6	-	12	-	30
6	GARDEN	3 STORY		12	6	-	12	-	30
7	GARDEN	3 STORY		12	6	-	12	-	30
8	GARDEN	3 STORY		-	-	-	36	12	48
TOTAL UNITS				60	30	24	144	12	270
% EACH TYPE				22.22%	11.11%	8.89%	53.33%	4.44%	100%

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
1/30/23	OWNER
3/29/23	CITY COMMENTS

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OVERALL DEVELOPMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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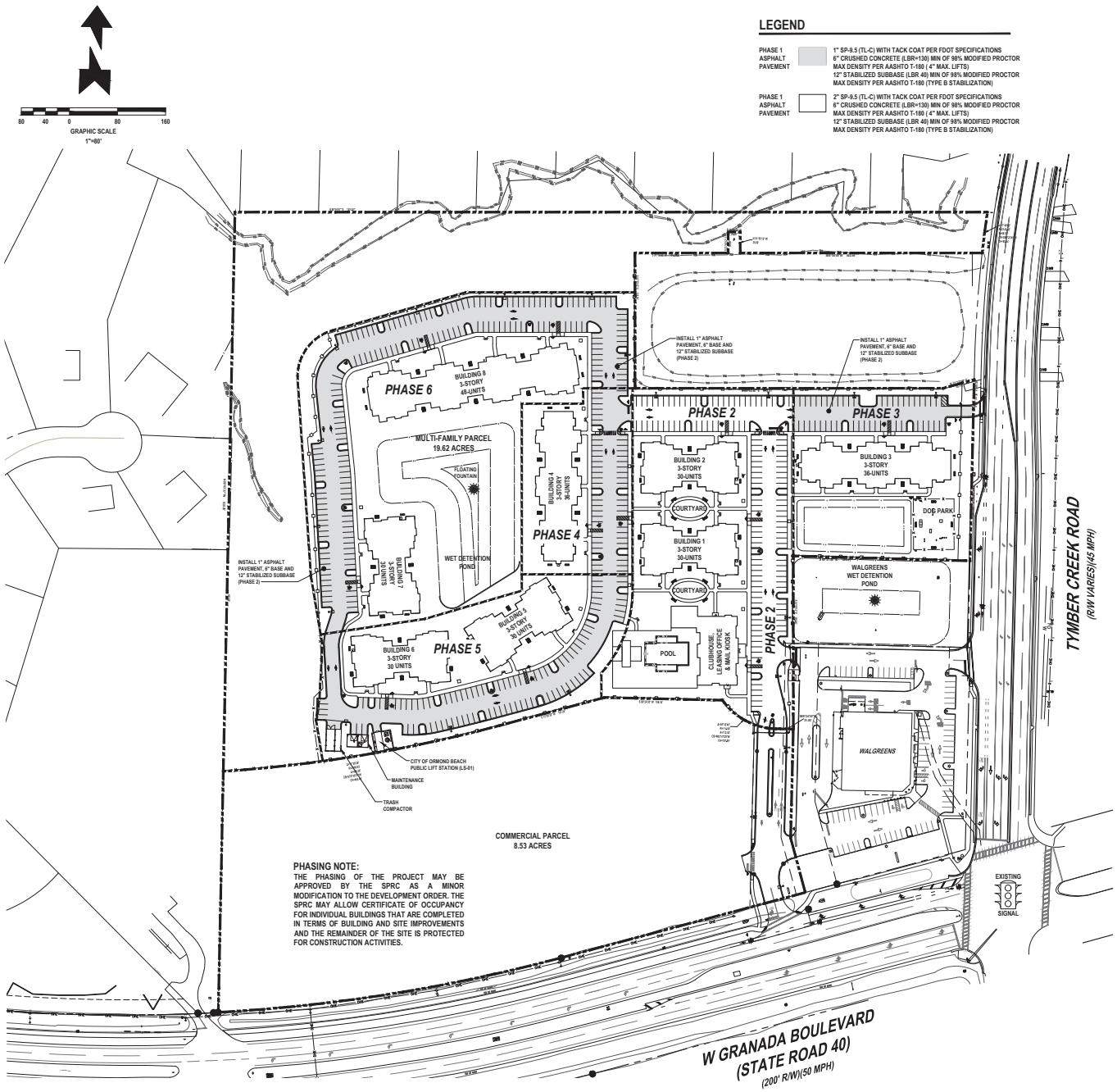

PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE AND1 INCH OF ASPHALT PAVEMENT.
9. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
10. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
11. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
12. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3)

1. CONSTRUCT BUILDING 3 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 4)

1. CONSTRUCT BUILDING 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 5, 6, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 5, 6, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTER'S.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 7, 8 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 7, 8 BUILDING IMPROVEMENTS AND FINAL SITE RE-INSPECTION.
2. INSTALL SECOND LIFT OF ASPHALT (1") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. IINSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NPDES NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

CITY OF ORMOND BEACH SPRC NOTE:

THE PHASING OF THE PROJECT MAY BE APPROVED BY SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

1238 North US1, Suite 3
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Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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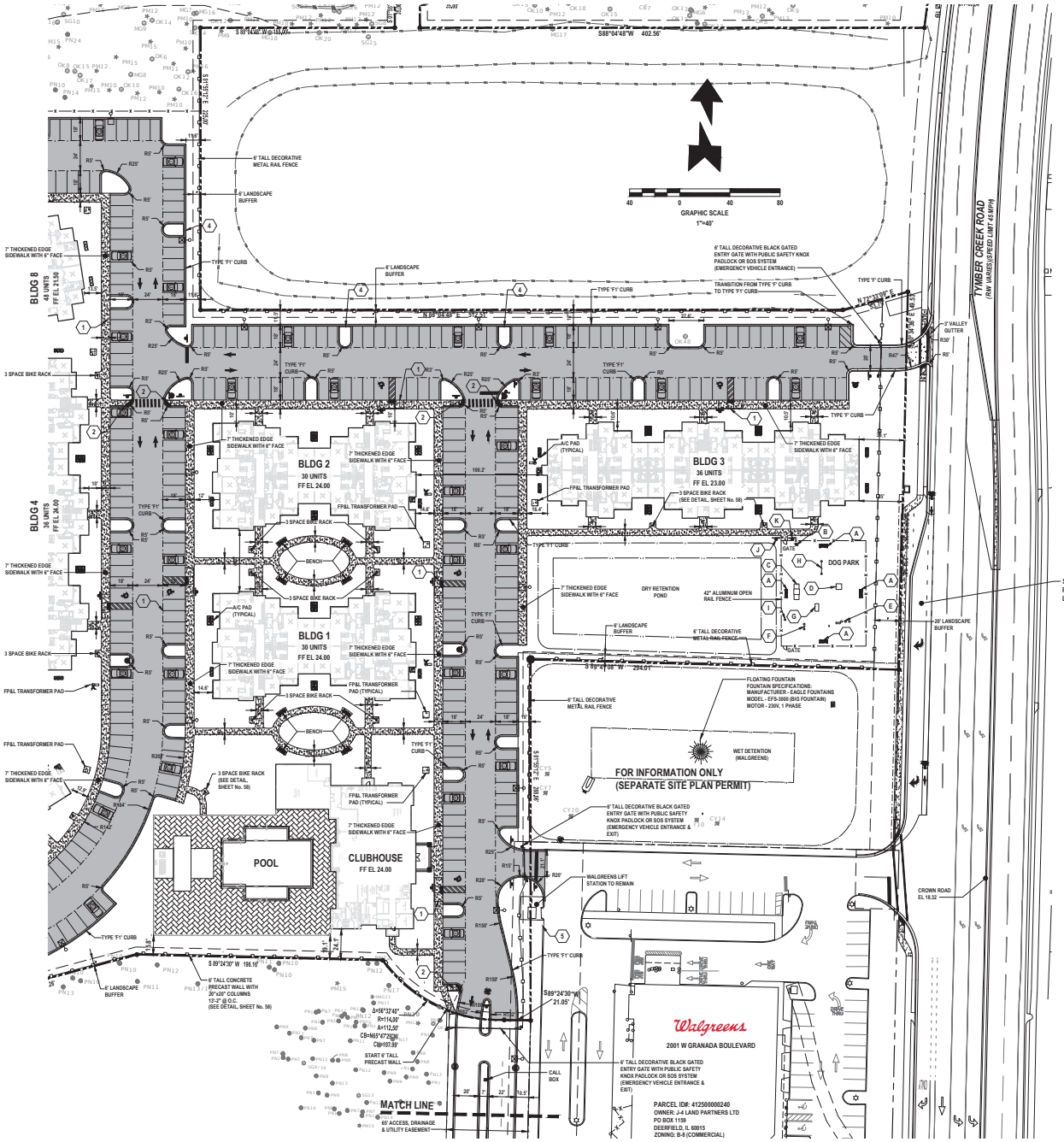
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

16



PAVING LEGEND

ASPHALT PAVEMENT	2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
CONCRETE PAVEMENT	6" CONCRETE (4,000 P.S.I. @ 28 DAYS) WITH FIBER MESH PER MANUFACTURER SPECIFICATIONS 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) (TYPE B STABILIZATION) (SEE DETAIL, SHEET No. 56 & 58)
CONCRETE SIDEWALK	4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 56, 58, 62-64).
POOL DECK PAVERS	POOL DECK PAVERS

DOG PARK / PLAYGROUND KEYNOTES:

HTTPS://PARKWAREHOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARKPARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6' PARK BENCH (622DP235)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DL-PWR-FT)
- (C) KING OF THE HILL (622DP100)
- (D) PAWS TABLE (622DP110)
- (E) STEPPING PAWS (622DP130)
- (F) HOOP JUMP (622DP115)
- (G) DOGGIE CRAWL (622DP150)
- (H) ROVER JUMP OVER (622DP125)
- (I) DRINKING FOUNTAIN (648WF345)
- (J) GYMS FOR DOGS WELCOME SIGN (DL-WELCM-SIGN)
- (K) GYMS FOR DOGS RULES SIGN (DL-RULES-SIGN)

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
- TYPE VALLEY GUTTER (SEE DETAIL, SHEET No. 58)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'F1' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL, SHEET No. 63)
- SITE LIGHTING
  SEE SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SITE LIGHTING SHALL NOT EMIT MORE THAN 0.5 FOOT-CANDLES AT THE PROPERTY LINE. ADD GLARE GUARDS IF REQUIRED.) (SEE SHEETS, No. 91 & 92)
- 3 SPACE BIKE RACK (SEE DETAIL, SHEET No. 58)
- 6' TALL WHITE VINYL FENCE (SEE DETAIL, SHEET No. 58)
- 6' TALL PRECAST SCREEN WALL (SEE DETAIL, SHEET No. 36)

KEYNOTES:

1. HANDICAP PARKING SPACE RAMP (SEE DETAIL, SHEET No. 19 & 20)
2. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
4. 18" GUTTER BYPASS (SEE DETAIL, SHEET No. 58)
5. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)

FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

SEE SHEET No. 24 FOR RIGHT TURN LANE LAYOUT AND STRIPING

SEE SHEET No. 22 FOR LAYOUT AND STRIPING OF ENTRANCE AND TURN LANE

MONUMENT SIGN (REQUIRES SEPARATE BUILDING PERMIT WITH CITY)

KEY MAP

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
1/30/23	OWNER
3/29/23	CITY COMMENTS

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SITE LAYOUT PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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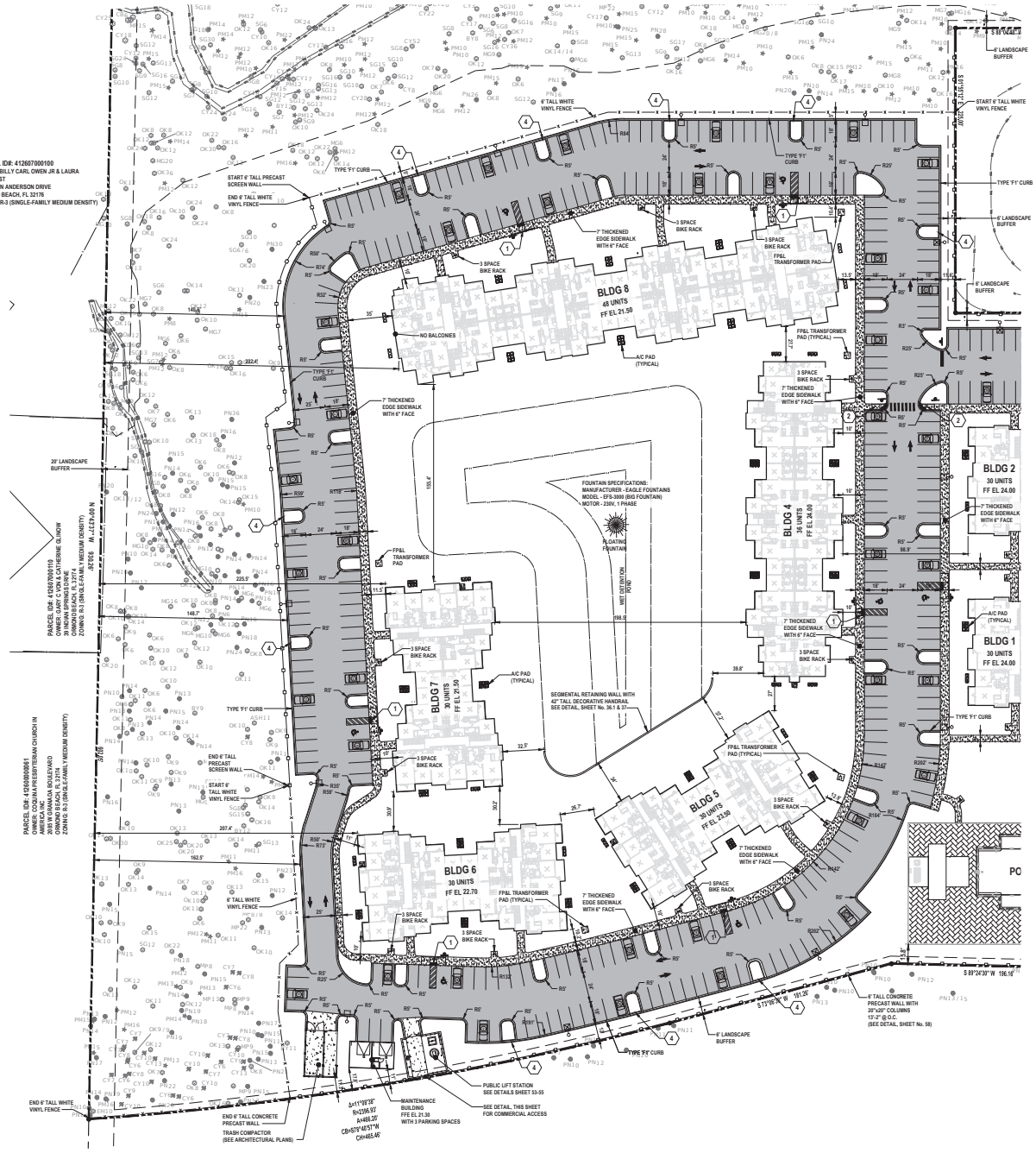
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

17



PAVING LEGEND

ASPHALT PAVEMENT		2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
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POOL DECK PAVERS		POOL DECK PAVERS

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
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KEYNOTES:

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2. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
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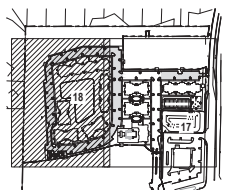
5. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)



KEY MAP
NOT TO SCALE

REVISIONS	
DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
1/30/23	OWNER
3/29/23	CITY COMMENTS

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SITE LAYOUT PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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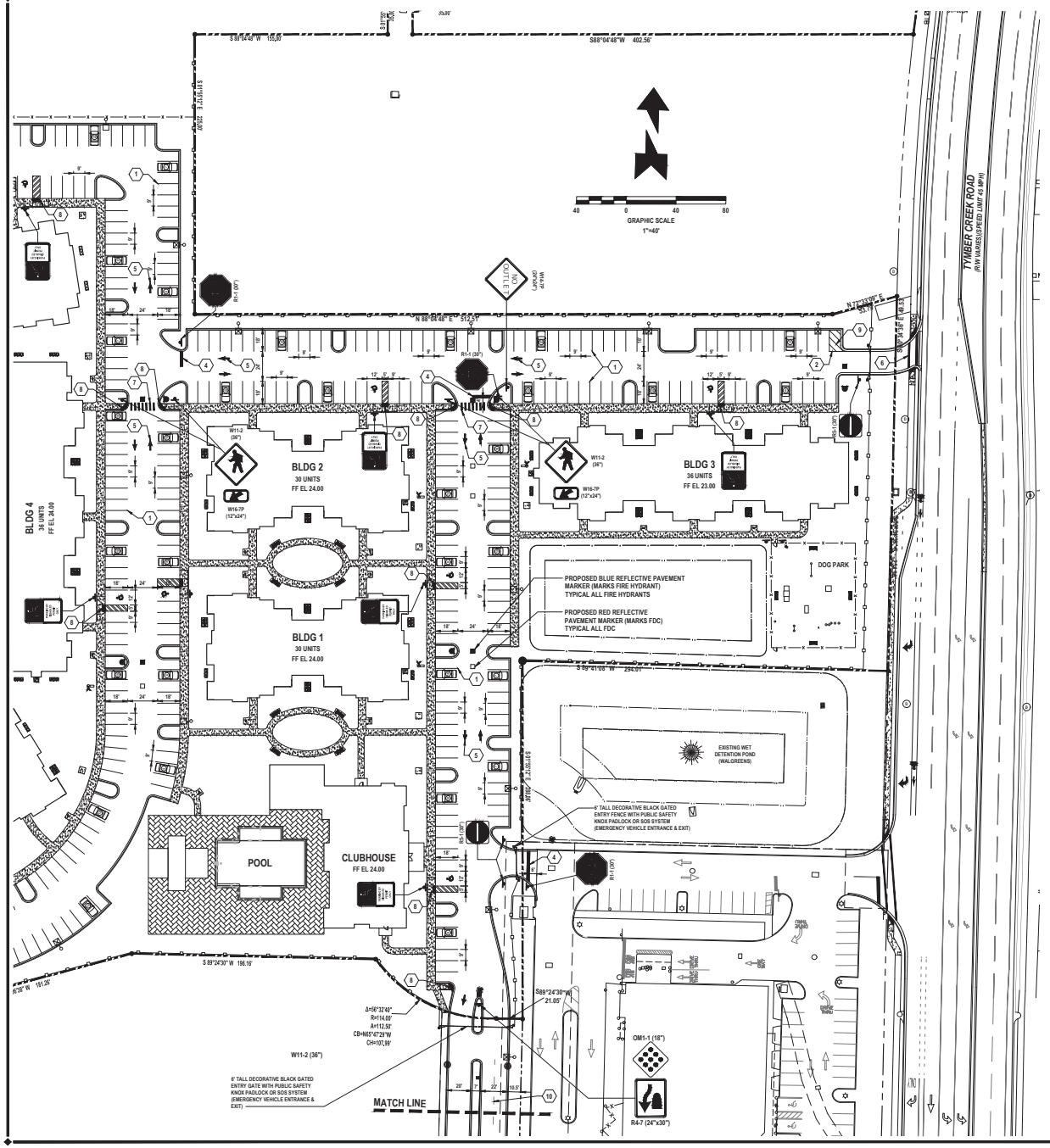
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

18



STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 6" SOLID YELLOW LINE
3. 6" SOLID DOUBLE YELLOW LINE
4. 24" WHITE STOP BAR (THERMOPLASTIC)
5. WHITE DIRECTIONAL ARROW
6. STANDARD CROSSWALK
7. SPECIAL EMPHASIS CROSSWALK
8. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
9. 6" SOLID YELLOW LINE @ 45° SPACED AT 4' ON CENTER
10. 6" WHITE LINE 6' SKIP, 10' GAP

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 114	= 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114	= 57 SPACES
2.0 SPACES PER 2 BEDROOM x 144	= 288 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 540 SPACES

2. PARKING PROVIDED

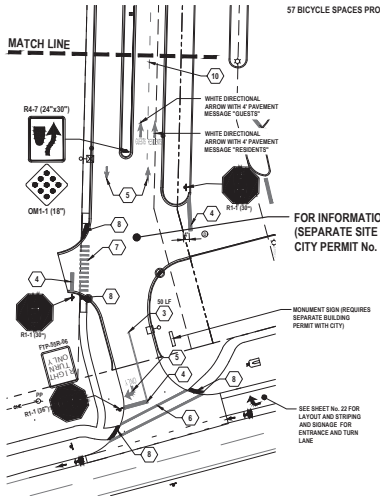
HANDICAP	10	1.9
STANDARD	490	90.7
RESERVE	40	7.4
TOTAL PARKING PROVIDED	540	100.0

3. BICYCLE PARKING REQUIRED

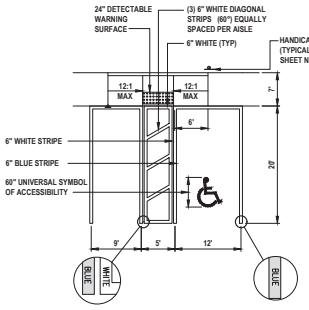
10% OF TOTAL PARKING = 0.10 x 540 = 54
REQUIRED BICYCLE PARKING = 54 SPACES

4. BICYCLE PARKING PROVIDED

57 BICYCLE SPACES PROVIDED



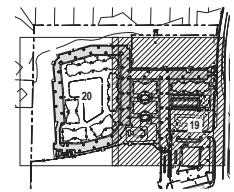
FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



HANDICAP PARKING STRIPING

SCALE: 1" = 10'

(UNIVERSAL SPACES PER FLORIDA ADA)



KEY MAP

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10/25/22	OWNER

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STRIPING AND SIGNAGE PLAN (SHT. 1 OF 2)

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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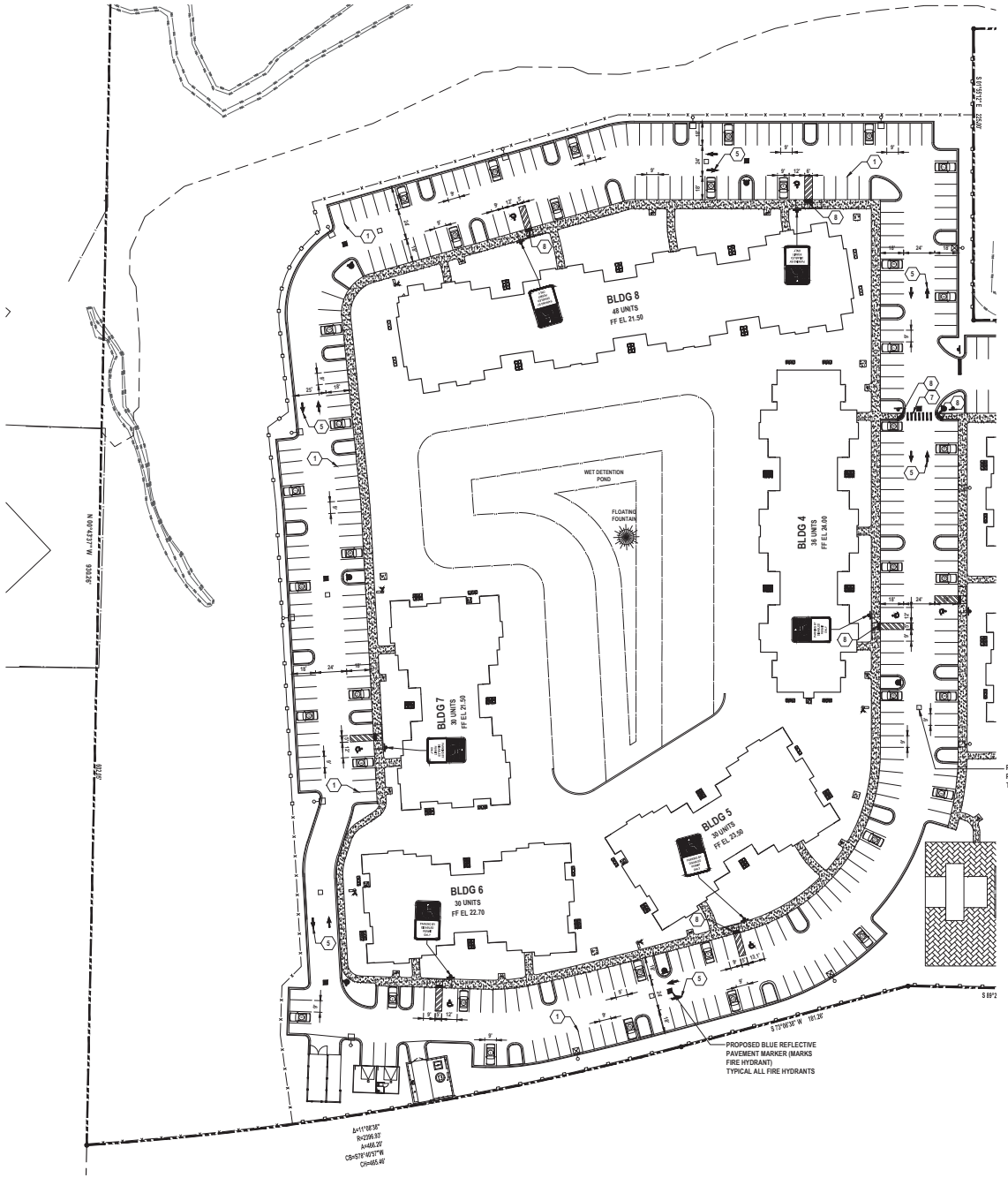

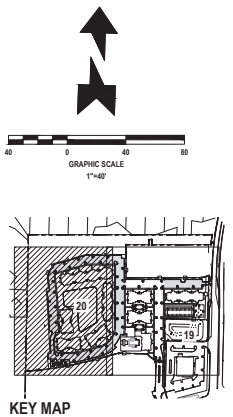

KEY MAP
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STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1	6" SOLID WHITE LINE	8	24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
2	6" SOLID YELLOW LINE	9	6" WHITE SKIP LINE (10' - 30')
3	6" SOLID DOUBLE YELLOW LINE	10	6" WHITE DOTTED LANE DROP LINE (2' - 9')
4	24" WHITE STOP BAR (THERMOPLASTIC)	11	18" YELLOW LINE @ 45° SPACED 5' ON CENTER
5	WHITE DIRECTIONAL ARROW	12	18" YELLOW LINE @ 45° SPACED 10' ON CENTER
6	STANDARD CROSSWALK	13	WHITE "SHARK-TOOTH" YIELD LINE
7	SPECIAL EMPHASIS CROSSWALK	14	6" WHITE SKIP LINE (2' - 4')

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 114	= 171 SPACES
0.5 SPACES RESERVE PER 1 BEDROOM x 114	= 57 SPACES
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		%
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RESERVE	40	7.4
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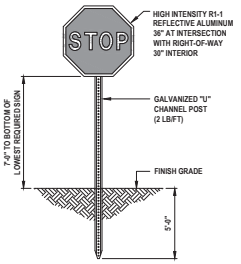
REQUIRED BICYCLE PARKING = 54 SPACES

4. BICYCLE PARKING PROVIDED

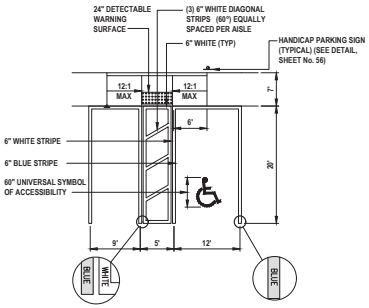
57 BICYCLE SPACES PROVIDED

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)



STOP SIGN DETAIL
NOT TO SCALE



HANDICAP PARKING STRIPING (UNIVERSAL SPACES PER FLORIDA ADA)
SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.Newkirk Engineering.com
C.A. # 30209
LC. # 26001084
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NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

STRIPING AND SIGNAGE PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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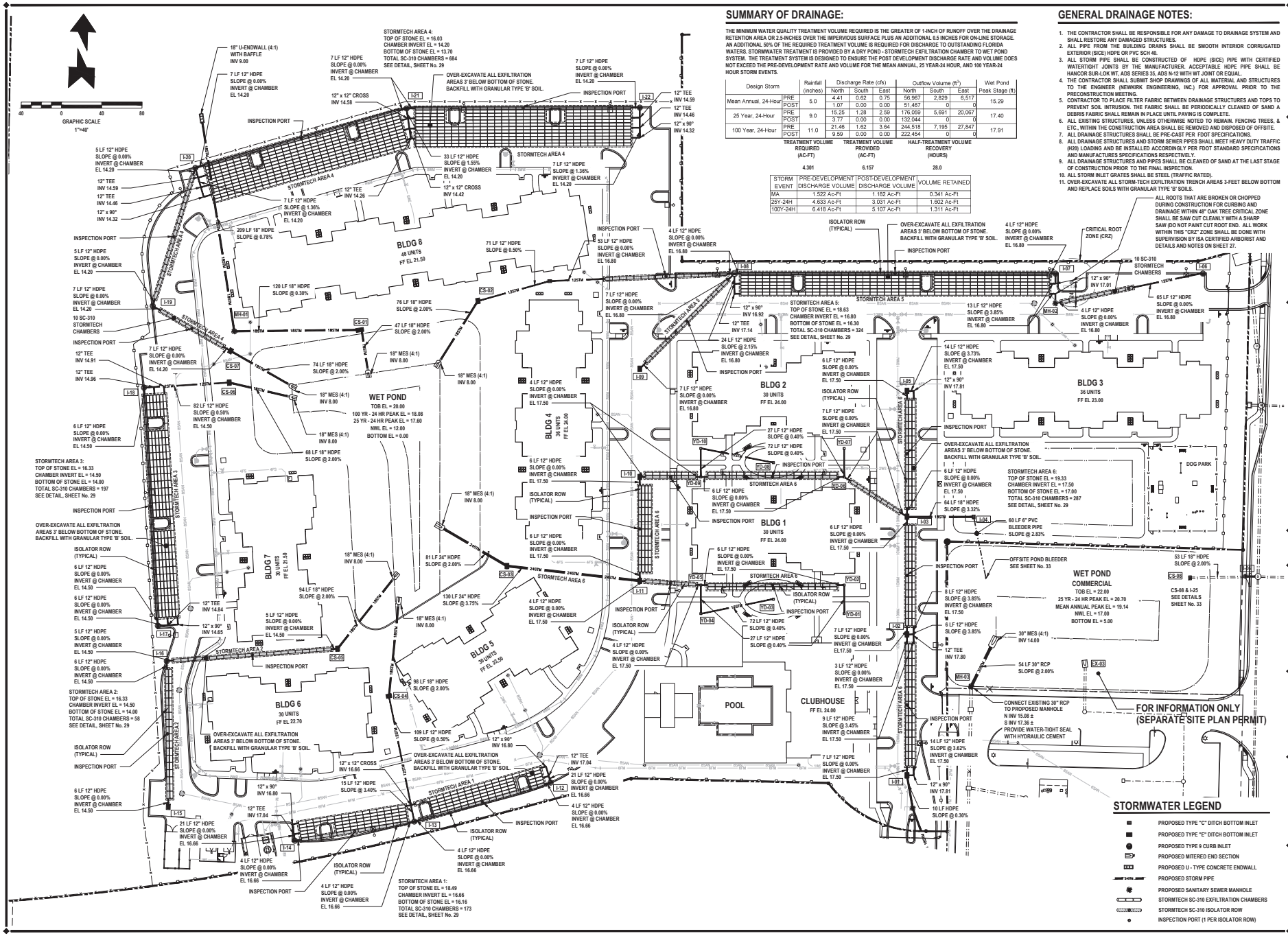
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

20



SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCH OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE PLUS AN ADDITIONAL 0.5 INCHES FOR ON-LINE STORAGE. AN ADDITIONAL 50% OF THE REQUIRED TREATMENT VOLUME IS REQUIRED FOR DISCHARGE TO OUTSTANDING FLORIDA WATERS. STORMWATER TREATMENT IS PROVIDED BY A DRY POND - STORMTECH EXFILTRATION CHAMBER TO WET POND SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.

Design Storm	Rainfall (inches)	Discharge Rate (cfs)			Outflow Volume (ft³)			Wet Pond Peak Stage (ft)
		North	South	East	North	South	East	
Mean Annual, 24-Hour PRE	5.0	4.41	0.62	0.75	56,967	2,829	6,517	15.29
Mean Annual, 24-Hour POST		1.07	0.00	0.00	51,467	0	0	
25 Year, 24-Hour PRE	9.0	15.25	1.28	2.59	176,059	5,691	20,067	17.40
25 Year, 24-Hour POST		3.77	0.00	0.00	132,044	0	0	
100 Year, 24-Hour PRE	11.0	21.46	1.62	3.64	244,518	7,195	27,847	17.91
100 Year, 24-Hour POST		9.59	0.00	0.00	222,454	0	0	

TREATMENT VOLUME REQUIRED (AC-FT)	TREATMENT VOLUME PROVIDED (AC-FT)	HALF-TREATMENT VOLUME RECOVERY (HOURS)
4.301	6.157	28.0

STORM EVENT	PRE-DEVELOPMENT DISCHARGE VOLUME	POST-DEVELOPMENT DISCHARGE VOLUME	VOLUME RETAINED
MA	1.522 Ac-Ft	1.182 Ac-Ft	0.341 Ac-Ft
25Y-24H	4.633 Ac-Ft	3.031 Ac-Ft	1.602 Ac-Ft
100Y-24H	6.418 Ac-Ft	5.107 Ac-Ft	1.311 Ac-Ft

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SICE) HDPE OR PVC SCH 40.
3. ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SICE) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCOR SUR-LOK WT, ADS SERIES 35, ADS N-12 WITH WT JOINT OR EQUAL.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
5. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).
11. OVER-EXCAVATE ALL STORM-TECH EXFILTRATION TRENCH AREAS 3-FEET BELOW BOTTOM AND REPLACE SOILS WITH GRANULAR TYPE 'B' SOILS.

STORMWATER LEGEND

- PROPOSED TYPE "C" DITCH BOTTOM INLET
- PROPOSED TYPE "E" DITCH BOTTOM INLET
- PROPOSED TYPE 9 CURB INLET
- PROPOSED MITERED END SECTION
- PROPOSED U - TYPE CONCRETE ENDWALL
- PROPOSED STORM PIPE
- PROPOSED SANITARY SEWER MANHOLE
- STORMTECH SC-310 EXFILTRATION CHAMBERS
- STORMTECH SC-310 ISOLATOR ROW
- INSPECTION PORT (1 PER ISOLATOR ROW)

REVISIONS

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DRAINAGE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY N. NEWKIRK, P.E. # 62971

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CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

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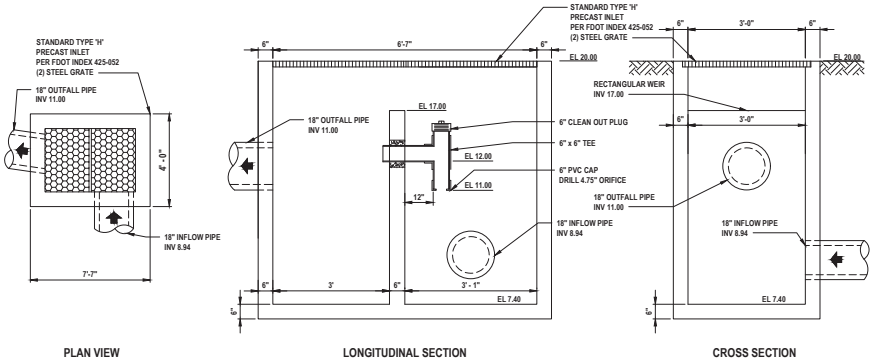
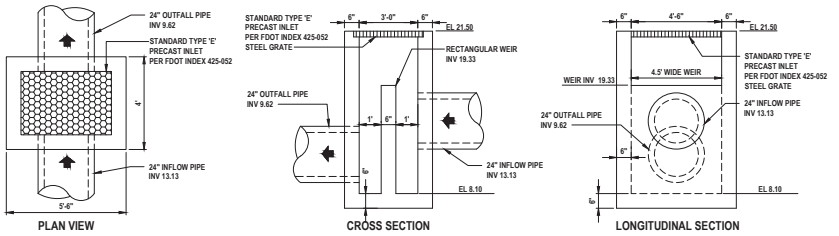


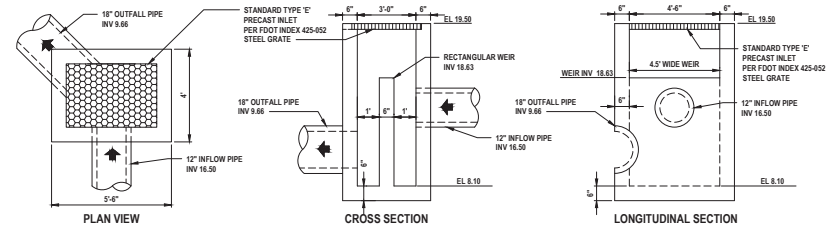
CONTROL STRUCTURE CS-01 DETAIL

NOT TO SCALE



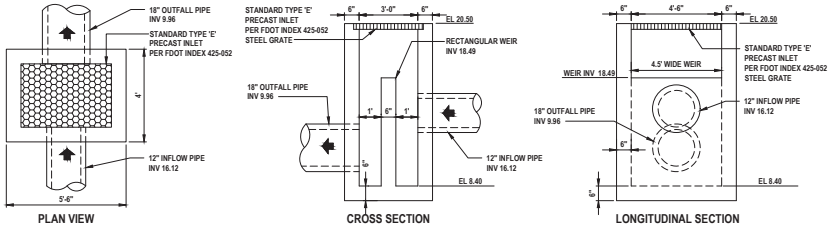
CONTROL STRUCTURE CS-03 DETAIL

NOT TO SCALE



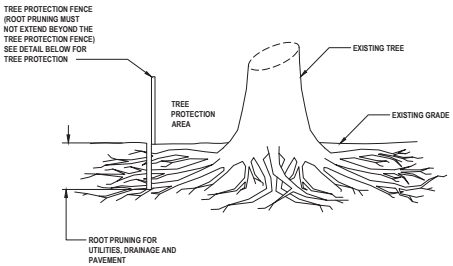
CONTROL STRUCTURE CS-02 DETAIL

NOT TO SCALE



CONTROL STRUCTURE CS-04 DETAIL

NOT TO SCALE



1. INSTALL ALL TREE PROTECTION BARRIERS PRIOR TO CONSTRUCTION. LOCATION OF ALL TREE PROTECTION MUST BE APPROVED BY ISA CERTIFIED ARBORIST AND CITY OF NEW SMYRNA BEACH PRIOR TO CONSTRUCTION.
2. ROOT PRUNING METHODS AND MEANS MUST BE IN ACCORDANCE WITH ANSI A300.
3. ROOT PRUNING SHALL BE CONDUCTED WITH THE SUPERVISION OF AN ISA CERTIFIED ARBORIST.
4. ALL ROOT PRUNING MUST BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A DOSKO OR VERMEER ROOT MECHANICAL ROOT PRUNER EQUIPMENT.
4. ROOTS OVER 1.5" DIAMETER SHALL HAVE A CLEAN CUT MADE BY A CLEAN SAW ON THE SURFACE OF THE ROOT; WHICH IS STILL ATTACHED TO THE TREE. DO NOT PAINT THE CUT ROOT END. IF EXCAVATION IS FOR INSTALLATION OF UNDERGROUND UTILITIES AND DRAINAGE AND ROOTS ARE BROKEN OR CHOPPED; THEN ALL ROOTS SHALL BE CLEANED SAW AT CHOPPED OR BROKEN POINT.

ROOT PRUNING DETAIL

NOT TO SCALE



CONTRACTOR TO USE DOSKO OR VERMEER MECHANICAL ROOT PRUNER EQUIPMENT WHEN WITHIN CRITICAL ROOT ZONE OR TREE PROTECTION AREA FOR INSTALLATION OF 4" CONDUITS FOR ELECTRICAL, CABLE, TELECOMMUNICATIONS AND IRRIGATION SERVICES

MECHANICAL ROOT PRUNER EQUIPMENT DETAIL

NOT TO SCALE

STORM STRUCTURE SCHEDULE

I.D.	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-01	---	ALT-B	E	21.00	16.00	12" 17.50	18" 17.50	12" 18.00	---
I-02	---	ALT-B	E	21.00	16.00	12" 17.50	12" 17.50	12" 18.00	---
I-03	---	ALT-B	E	21.00	16.00	12" 17.50	12" 17.50	18" 17.50	12" 17.50
I-04	---	ALT-B	E	21.00	14.79	---	6" 16.40	---	18" 16.29
I-05	---	ALT-B	E	21.00	16.00	---	12" 17.50	12" 18.00	---
I-06	4' DIA	P	9	19.72	15.30	---	---	---	12" 16.80
I-07	4' DIA	P	9	21.61	15.30	---	12" 17.30	---	12" 16.80
I-08	5' DIA	P	9	21.00	15.30	---	12" 17.30	12" 16.80	12" 16.80
I-09	---	ALT-B	E	21.61	15.30	---	---	12" 16.80	---
I-10	---	ALT-B	E	21.81	16.00	---	12" 17.50	12" 17.50	---
I-11	---	ALT-B	E	21.61	16.00	12" 17.50	---	12" 17.50	24" 18.00
I-12	---	ALT-B	E	20.16	15.16	12" 17.16	---	---	12" 16.66
I-13	4' DIA	P	9	20.16	15.16	12" 17.16	---	12" 16.66	12" 16.66
I-14	4' DIA	P	9	20.16	15.16	12" 17.16	---	12" 16.66	---
I-15	---	ALT-B	E	19.70	13.00	12" 14.50	---	---	---
I-16	4' DIA	P	9	18.00	13.00	---	12" 14.50	---	12" 14.50
I-17	4' DIA	P	9	18.00	13.00	12" 14.50	---	12" 15.00	---
I-18	4' DIA	P	9	18.23	13.00	---	12" 14.50	---	12" 15.00
I-19	4' DIA	P	9	18.00	12.70	12" 14.20	---	12" 14.20	---
I-20	4' DIA	P	9	17.70	12.80	---	12" 14.70	12" 14.30	12" 14.30

I.D.	SIZE	TYPE BOT	TYPE TOP	TOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-21	4' DIA	P	9	17.70	12.80	---	12" 14.70	12" 14.30	12" 14.30
I-22	4' DIA	P	9	17.80	12.80	---	12" 14.70	---	12" 14.30
MH-01	4' DIA	P	MH	20.00	9.13	18" 10.63	---	18" 10.63	---
MH-02	4' DIA	P	MH	20.90	15.30	12" 17.30	---	12" 16.80	---
MH-03	4' DIA	P	MH	22.50	13.58	30" 15.08	30" 17.36	---	---

YD-01	24"	---	---	22.25	16.29	17.79	---	---	---
YD-02	24"	---	---	22.25	16.17	---	17.67	---	17.67
YD-03	24"	---	---	22.25	16.58	---	---	---	18.08
YD-04	24"	---	---	22.25	16.29	17.79	---	17.79	---
YD-05	24"	---	---	22.25	16.17	---	17.67	17.67	17.67
YD-06	24"	---	---	22.25	16.17	17.67	---	17.67	17.67
YD-07	24"	---	---	22.25	16.29	---	17.79	---	---
YD-08	24"	---	---	22.25	16.58	---	---	---	18.08
YD-09	24"	---	---	22.25	16.17	17.67	---	17.67	17.67
YD-10	24"	---	---	22.25	16.29	---	17.79	17.79	---

NOTES:

1. ROUND STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'A'.
2. SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'B'.
3. 4'-0" DIAMETER AND SMALLER AND 3'-6" SQUARE STANDARD STRUCTURE BOTTOMS ARE FDOT TYPE DESIGNATED 'P', LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE 'J'.
4. NO WEEP HOLES ALLOWED AT BOTTOM OF STRUCTURES.
5. ALL STRUCTURES SHALL HAVE A 1.5' DEEP BOTTOM SUMP TO COLLECT SEDIMENT AND DEBRIS.

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DRAINAGE DETAILS (1 OF 2)

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
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SCALE:	AS SHOWN

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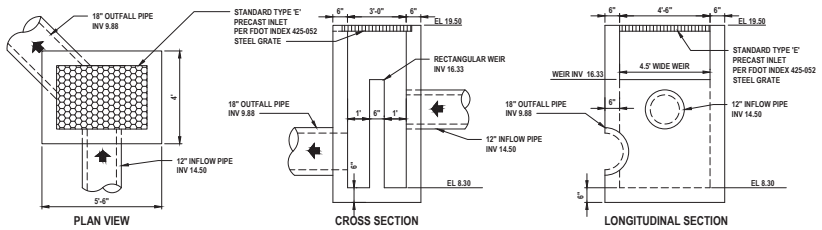
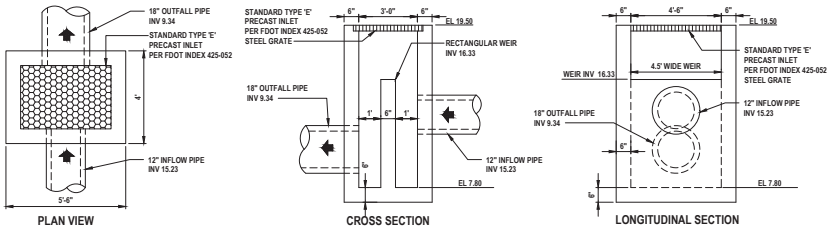
27



CONTROL STRUCTURE CS-05 DETAIL

NOT TO SCALE



CONTROL STRUCTURE CS-06 DETAIL

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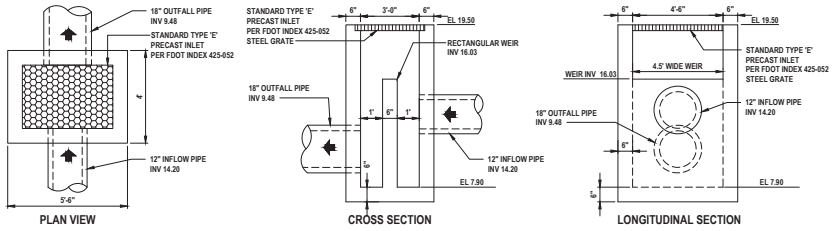

CONTROL STRUCTURE CS-07 DETAIL

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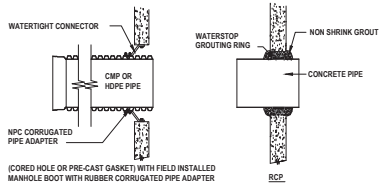

WATER-TIGHT PIPE TO MANHOLE CONNECTION DETAIL PRECAST HOLES REQUIRED

NOT TO SCALE

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DRAINAGE DETAILS (2 OF 2)

TYMBER CREEK APARTMENTS

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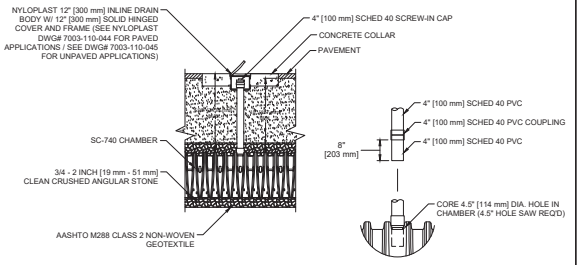
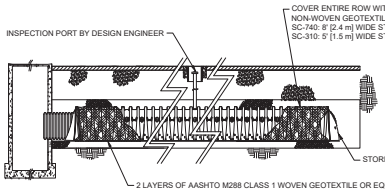
1. INSPECTION PORT MUST BE CONNECTED THROUGH KNOCK-OUT LOCATED AT CENTER OF CHAMBER.
2. ALL SCHEDULE 40 FITTINGS TO BE SOLVENT CEMENTED.



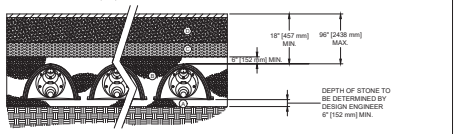
CONNECTION DETAIL
NTS

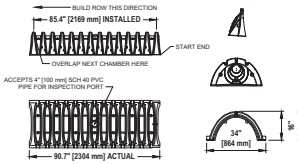


ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 AND SC-310 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO M43 DESIGNATION[1]	COMPACTION/DENSITY REQUIREMENT
D	FILL MATERIAL FOR LAYER D STARTS FROM THE TOP OF THE C LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISH GRADE ABOVE. NOTE THAT PAVEMENT SUB-BASE MAY BE PART OF THIS LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	FILL MATERIAL FOR LAYER C STARTS FROM THE TOP OF THE EMBEDMENT STONE (B LAYER) TO 18" [457 mm] ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUB-BASE MAY BE A PART OF THIS LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, < 35% FINES. MOST PAVEMENT SUB-BASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTION AFTER 12" [305 mm] OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" [152 mm] LIFTS TO A MIN. 95% STANDARD PROCTOR DENSITY [2]. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs [53 kN]. DYNAMIC FORCE NOT TO EXCEED 20,000 lbs [89 kN].
B	EMBEDMENT STONE SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE (A LAYER) TO THE C LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE. NOMINAL SIZE DISTRIBUTION BETWEEN 3/4 - 2 INCH [19 - 51 mm]	3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE. NOMINAL SIZE DISTRIBUTION BETWEEN 3/4 - 2 INCH [19 - 51 mm]	3, 35, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A 95% STANDARD PROCTOR DENSITY [2].

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR NO. 4 STONE WOULD STATE: CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE.
2. AS AN ALTERNATE TO PROCTOR TESTING AND FIELD DENSITY MEASUREMENTS ON OPEN GRADED STONE, STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9-INCH (MAX) LIFTS USING TWO FULL COVERAGES WITH AN APPROPRIATE COMPACTOR.





NOMINAL CHAMBER SPECIFICATIONS

SIZE (W x H x INSTALLED LENGTH)	34.0" x 16.0" x 85.4"
CHAMBER STORAGE	14.7 CUBIC FEET
MINIMUM INSTALLED STORAGE	31.0 CUBIC FEET
WEIGHT	35 lbs.

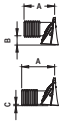
STUBS AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
STUBS AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"

PART#	STUB	A	B	C
SC310EPE06T	6" [150 mm]	8.60" [244 mm]	5.80" [147 mm]	N/A
SC310EPE06B	6" [150 mm]	8.60" [244 mm]	N/A	0.50" [13 mm]
SC310EPE08T	8" [200 mm]	11.89" [302 mm]	3.50" [89 mm]	N/A
SC310EPE08B	8" [200 mm]	11.90" [302 mm]	N/A	0.60" [15 mm]
SC310EPE10T	10" [250 mm]	12.70" [323 mm]	1.40" [36 mm]	N/A
SC310EPE10B	10" [250 mm]	12.70" [323 mm]	N/A	0.70" [18 mm]
SC310EPE12B	12" [300 mm]	13.50" [343 mm]	N/A	0.90" [23 mm]

NOTE: ALL DIMENSIONS ARE NOMINAL

*FOR THE SC310EPE12B THE 12" [300 mm] STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 0.20" [6 mm]. BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE N-12 STUB SO THAT THE FITTING SITS LEVEL.

ALL STUBS, EXCEPT FOR THE SC310EPE12B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.



SC-310 TECHNICAL SPEC.

STORMWATER CHAMBER SPECIFICATIONS

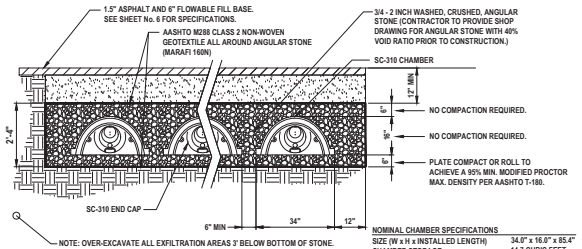
1. CHAMBERS SHALL BE STORMTECH SC-740, SC-310 OR APPROVED EQUAL.
2. CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418-05, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORT PANELS.
4. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCE.
5. ONLY CHAMBERS THAT ARE APPROVED BY THE ENGINEER WILL BE ALLOWED. THE CONTRACTOR SHALL SUBMIT (3 SETS) OF THE FOLLOWING TO THE ENGINEER FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE:
   a. A STRUCTURAL EVALUATION BY A REGISTERED STRUCTURAL ENGINEER THAT DEMONSTRATES THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12 ARE MET. THE 50-YEAR CREEP MODULUS DATA SPECIFIED IN ASTM F2418-05 MUST BE USED AS A PART OF THE AASHTO STRUCTURAL EVALUATION TO VERIFY LONG-TERM PERFORMANCE.
   b. A CERTIFICATION BY THE MANUFACTURER THAT THE CHAMBERS ARE IN ACCORDANCE WITH ASTM F2418-05.
6. CHAMBERS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
7. ALL DESIGN SPECIFICATIONS FOR CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST DESIGN MANUAL.
8. THE INSTALLATION OF CHAMBERS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION INSTRUCTIONS.

STORMTECH GENERAL NOTES

1. STORMTECH REQUIRES INSTALLING CONTRACTORS TO USE AND UNDERSTAND STORMTECH'S LATEST INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION.
2. OUR TECHNICAL SERVICES DEPARTMENT OFFERS INSTALLATION CONSULTATIONS TO INSTALLING CONTRACTORS. CONTACT OUR TECHNICAL SERVICES REPRESENTATIVE AT LEAST 30 DAYS PRIOR TO SYSTEM INSTALLATION TO ARRANGE A PRE-INSTALLATION CONSULTATION. OUR REPRESENTATIVES CAN THEN ANSWER QUESTIONS OR ADDRESS COMMENTS ON THE STORMTECH CHAMBER SYSTEM AND INFORM THE INSTALLING CONTRACTOR OF THE MINIMUM INSTALLATION REQUIREMENTS BEFORE BEGINNING THE SYSTEM'S CONSTRUCTION. CALL **1-888-892-2694** TO SPEAK TO A TECHNICAL SERVICES REPRESENTATIVE OR VISIT **WWW.STORMTECH.COM** TO RECEIVE A COPY OF OUR INSTALLATION INSTRUCTIONS.
3. STORMTECH'S REQUIREMENTS FOR SYSTEMS WITH PAVEMENT DESIGN (ASPHALT, CONCRETE PAVERS, ETC.) MINIMUM COVER IS 18" (457 mm) NOT INCLUDING PAVEMENT; MAXIMUM COVER IS 96" (2438 mm) INCLUDING PAVEMENT. FOR INSTALLATIONS THAT DO NOT INCLUDE PAVEMENT, WHERE RUTTING FROM VEHICLES MAY OCCUR, MINIMUM REQUIRED COVER IS 24" (610 mm), MAXIMUM COVER IS 96" (2438 mm).
4. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE DESIGN ENGINEER.
5. AASHTO M288 CLASS 2 NON-WOVEN GEOTEXTILE (FILTER FABRIC) MUST BE USED AS INDICATED IN THE PROJECT PLANS.
6. STONE PLACEMENT BETWEEN CHAMBERS ROWS AND AROUND PERIMETER MUST FOLLOW INSTRUCTIONS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
7. BACKFILLING OVER THE CHAMBERS MUST FOLLOW REQUIREMENTS AS INDICATED IN THE MOST CURRENT VERSION OF STORMTECH'S INSTALLATION INSTRUCTIONS.
8. THE CONTRACTOR MUST REFER TO STORMTECH'S INSTALLATION INSTRUCTIONS FOR A TABLE OF ACCEPTABLE VEHICLE LOADS AT VARIOUS DEPTHS OF COVER. THIS INFORMATION IS ALSO AVAILABLE AT STORMTECH'S WEBSITE: **WWW.STORMTECH.COM**. THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING VEHICLES THAT EXCEED STORMTECH'S REQUIREMENTS FROM TRAVELING ACROSS OR PARKING OVER THE STORMWATER SYSTEM. TEMPORARY FENCING, WARNING TAPE AND APPROPRIATELY LOCATED SIGNS ARE COMMONLY USED TO PREVENT UNAUTHORIZED VEHICLES FROM ENTERING SENSITIVE CONSTRUCTION AREAS.
9. THE CONTRACTOR MUST APPLY EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT THE STORMWATER SYSTEM DURING ALL PHASES OF SITE CONSTRUCTION PER LOCAL CODES AND DESIGN ENGINEER'S SPECIFICATIONS.
10. STORMTECH PRODUCT WARRANTY IS LIMITED. SEE CURRENT PRODUCT WARRANTY FOR DETAILS. TO ACQUIRE A COPY CALL STORMTECH AT **1-888-892-2694** OR VISIT **WWW.STORMTECH.COM**

INSTALLATION NOTES:

1. **THE CONTRACTOR SHALL BE FAMILIAR AND EXPERIENCED WITH THE PROCEDURES AND INSTALLATION OF SIMILAR TYPE FACILITIES.**
2. **NO SUBSTITUTION OF ALTERNATE MATERIAL IS PERMITTED.**
3. **THE CONTRACTOR SHALL READ AND BECOME FAMILIAR WITH THE STORMTECH "INSTALLATION INSTRUCTIONS" PRIOR TO ANY INSTALLATION WORK.**
4. **THE CONTRACTOR AND ITS CREW MUST ATTEND THE PRECONSTRUCTION MEETING WITH THE ADS REPRESENTATIVE.**
5. **STONE SHALL BE CLEAN, CRUSHED, ANGULAR STONE, NOMINAL SIZE DISTRIBUTION 3/4 - 2 INCH WITH 40% VOID RATIO. CONTRACTOR TO PROVIDE SHOP DRAWING.**
6. **CONTRACTOR TO PROVIDE SHOP DRAWING OF CLASS 1 (MARAFI 180N) AND CLASS 2 (MARAFI 160N) NON-WOVEN FILTER FABRIC OR APPROVED EQUAL.**



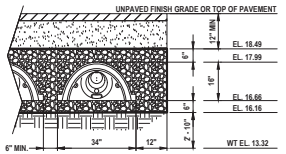
NOMINAL CHAMBER SPECIFICATIONS

SIZE (W x H x INSTALLED LENGTH)	34.0" x 16.0" x 85.4"
CHAMBER STORAGE	14.7 CUBIC FEET
MINIMUM INSTALLED STORAGE	31.0 CUBIC FEET
WEIGHT	37 LBS.

STORMTECH SC-310 CHAMBER SYSTEM

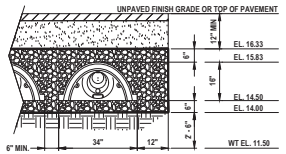
NOT TO SCALE

NOTE: OVER-EXCAVATE ALL EXFILTRATION AREAS 3' BELOW BOTTOM OF STONE. REPLACE WITH GRANULAR TYPE 'B' SOILS.



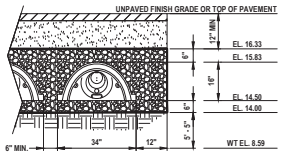
STORMTECH AREA 1 DETAIL

NOT TO SCALE; ICPR NODE (ST5), 173 CHAMBERS



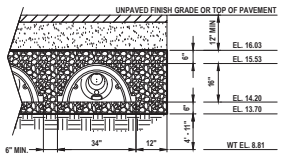
STORMTECH AREA 2 DETAIL

NOT TO SCALE; ICPR NODE (ST6), 58 CHAMBERS



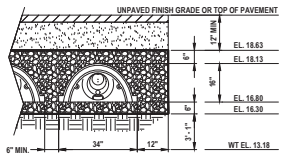
STORMTECH AREA 3 DETAIL

NOT TO SCALE; ICPR NODE (ST7), 197 CHAMBERS



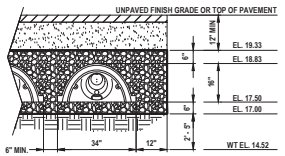
STORMTECH AREA 4 DETAIL

NOT TO SCALE; ICPR NODE (ST8), 684 CHAMBERS



STORMTECH AREA 5 DETAIL

NOT TO SCALE; ICPR NODE (ST9), 324 CHAMBERS



STORMTECH AREA 6 DETAIL

NOT TO SCALE; ICPR NODE (ST10), 287 CHAMBERS

NOTE: OVER-EXCAVATE ALL EXFILTRATION AREAS 3' BELOW BOTTOM OF STONE. REPLACE WITH GRANULAR TYPE 'B' SOILS.

DRAWINGNAME
SCALE: SCALE
DATE: DATE
DRAWN BY: INITIALS
CHECKED: INITIALS

STORMWATER CHAMBER SPECIFICATIONS
SCALE: NTS
DATE: 11-7-08
DRAWN BY: JLB
CHECKED:

STORMTECH GENERAL NOTES
SCALE: NTS
DATE: 11-7-08
DRAWN BY: JLB
CHECKED:

1230 North 1st, Suite 3
Orange Park, FL 32073
Phone (904) 272-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/30/23	OWNER

STORMTECH DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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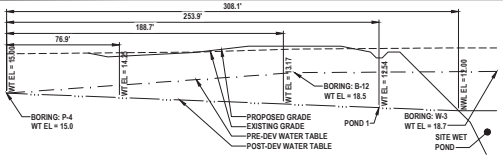
HARRY W. NEWKIRK
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

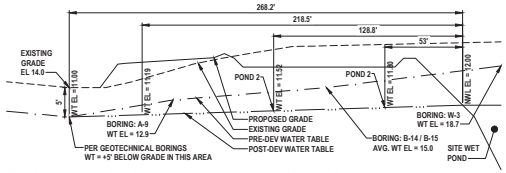
29



SECTION 1: STORMTECH AREA 1, POND 2

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

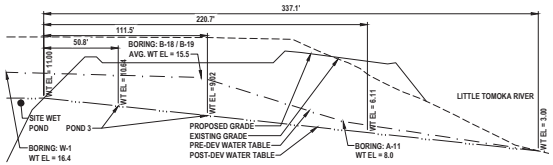
AREA 1		POINT 1	POINT 2	POINT 3
P-4 EL:	15.0	76.9	188.7	253.9
SITE POND NWL:	12.0	WT EL	WT EL	WT EL
DISTANCE (LF)	308.1	14.25	13.17	12.54
SLOPE (%)	0.97	AVERAGE WT EL:		13.32



SECTION 2: STORMTECH AREA 2 & 3, POND 3

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

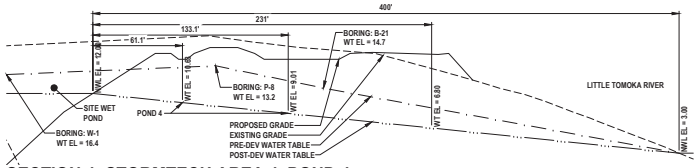
AREA 2		POINT 1	POINT 2	POINT 3
P-4 EL:	12.0	218.5	128.8	53
SITE POND NWL:	11.0	WT EL	WT EL	WT EL
DISTANCE (LF)	268.2	11.19	11.52	11.80
SLOPE (%)	0.37	AVERAGE WT EL:		11.50



SECTION 3: STORMTECH AREA 4, POND 4

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

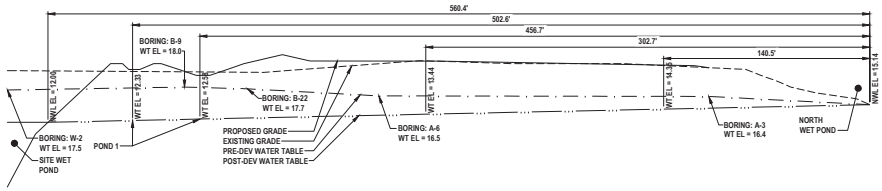
AREA 3		POINT 1	POINT 2	POINT 3
P-4 EL:	12.0	50.8	111.5	220.7
SITE POND NWL:	3.0	WT EL	WT EL	WT EL
DISTANCE (LF)	337.1	10.64	9.02	6.11
SLOPE (%)	2.67	AVERAGE WT EL:		8.59



SECTION 4: STORMTECH AREA 4, POND 4

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

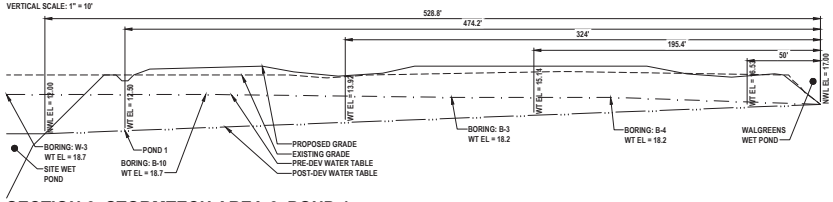
AREA 4		POINT 1	POINT 2	POINT 3
P-4 EL:	12.0	61.1	133.1	231
SITE POND NWL:	3.0	WT EL	WT EL	WT EL
DISTANCE (LF)	400	10.63	9.01	6.80
SLOPE (%)	2.25	AVERAGE WT EL:		8.81



SECTION 5: STORMTECH AREA 5, POND 1

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

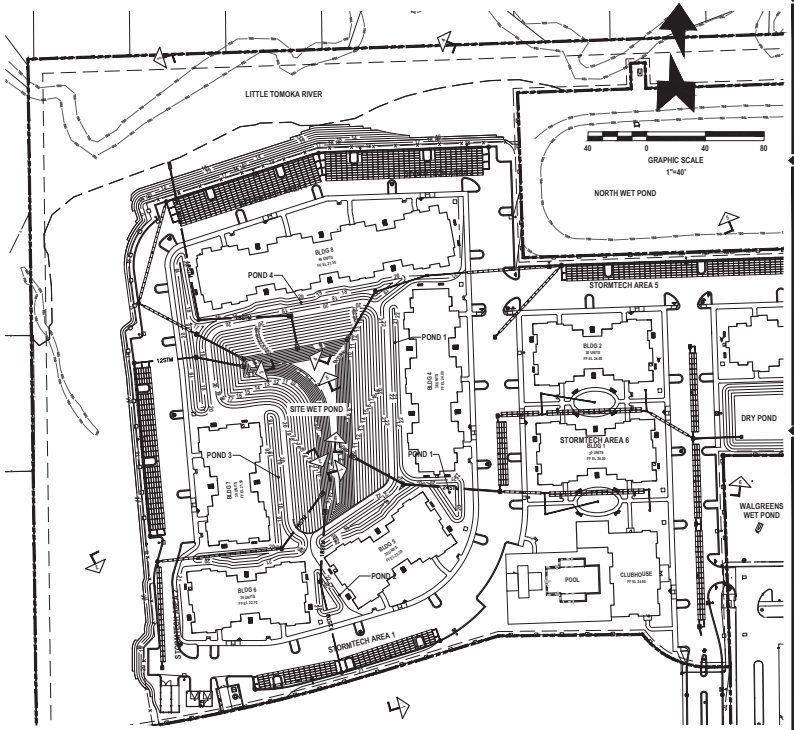
AREA 5		POINT 1	POINT 2	POINT 3	POINT 4
P-4 EL:	15.1	502.6	456.7	302.7	140.5
SITE POND NWL:	12.0	WT EL	WT EL	WT EL	WT EL
DISTANCE (LF)	560.4	12.33	12.58	13.44	14.35
SLOPE (%)	0.56	AVERAGE WT EL:		13.18	



SECTION 6: STORMTECH AREA 6, POND 1

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 10'

AREA 6		POINT 1	POINT 2	POINT 3	POINT 4
P-4 EL:	17.0	474.2	324.0	195.4	50.0
SITE POND NWL:	12.0	WT EL	WT EL	WT EL	WT EL
DISTANCE (LF)	528.8	12.50	13.92	15.14	16.53
SLOPE (%)	0.95	AVERAGE WT EL:		14.52	



POST-DEVELOPMENT WATER TABLE CALCULATION:

IN THE PRE-DEVELOPED CONDITION ON-SITE GROUNDWATER LEVELS VARY BY 13.9' FROM EL. 18.9 NEAR THE CENTER OF THE SITE TO EL. 5.0 AT THE NORTHERN AREA OF THE SITE WITH THE ADJACENT LITTLE TOMOKA RIVER NORMAL WATER LEVEL AT EL 3.0±. ANALYSIS OF GEOTECHNICAL BORINGS SHOWS THE HIGH WATER TABLE ON SITE IS DUE TO THE PRESENCE OF CONFINING SOIL LAYERS. DESIGN INTENT IS TO DE-WATER THE AREA NATURALLY BY EXCAVATING 340,000± CF OF SOIL FOR THE ON SITE WET POND WITH A CONTROL ELEVATION AT EL. 12.00.

POST-DEVELOPMENT WATER TABLE ELEVATIONS WERE CALCULATED BY DRAWING A LINE CONNECTING KNOWN WATER TABLE ELEVATIONS (SITE WET POND, WALGREENS WET POND, NORTH WET POND, OR SOIL BORING) THROUGH THE PERTINENT STORMWATER FACILITIES. WATER TABLE ELEVATIONS AT POINTS ALONG THE LINE ARE CALCULATED USING STANDARD SLOPE INTERCEPT CALCULATIONS. THE CALCULATED WATER TABLE ELEVATIONS ARE THEN AVERAGED TO PROVIDE THE WATER TABLE ELEVATION FOR EACH SECTION OF STORMWATER FACILITIES.

Boring	Boring Top Elevation (ft)	Depth to Water (ft)	Normal Season Water Elevation (ft)
A-1	22.10	5.0	17.1
A-2	20.50	5.0	15.5
A-3	21.40	5.0	16.4
A-4	19.40	5.0	14.4
A-5	22.60	5.0	17.6
A-6	21.50	5.0	16.5
A-7	21.70	5.0	16.7
A-8	18.40	5.0	13.4
A-9	17.90	5.0	12.9
A-10	15.50	5.0	10.5
A-11	13.00	5.0	8.0
A-12	10.00	5.0	5.0
P-1	16.90	4.0	12.9
P-2	20.00	3.5	16.5
P-3	22.20	4.0	18.2
P-4	21.00	6.0	15.0
P-5	19.00	7.0	12.0
P-6	21.90	4.0	17.9
P-7	21.80	9.0	12.8
P-8	21.20	8.0	13.2
P-9	22.80	5.0	17.8
W-1	22.40	6.0	16.4
W-2	22.50	5.0	17.5
W-3	22.70	4.0	18.7

Boring	Boring Top Elevation (ft)	Depth to Water (ft)	Normal Season Water Elevation (ft)
B-1	22.50	4.0	18.5
B-2	22.60	4.0	18.6
B-3	22.20	4.0	18.2
B-4	22.20	4.0	18.2
B-5	20.20	6.0	14.2
B-6	21.80	6.0	15.8
B-7	21.40	6.0	15.4
B-8	22.40	6.0	16.4
B-9	22.50	4.5	18.0
B-10	22.70	4.0	18.7
B-11	22.40	3.5	18.9
B-12	22.50	4.0	18.5
B-13	21.10	4.0	17.1
B-14	22.90	5.5	17.4
B-15	22.60	10.0	12.6
B-16	21.30	9.0	12.3
B-17	19.00	9.0	10.0
B-18	22.50	8.0	14.5
B-19	21.50	5.0	16.5
B-20	17.10	6.0	11.1
B-21	19.60	5.5	14.1
B-22	22.70	5.0	17.7

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	OWNER

1230 North 1251, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

POST-DEVELOPMENT TABLE CALCULATION EXHIBIT
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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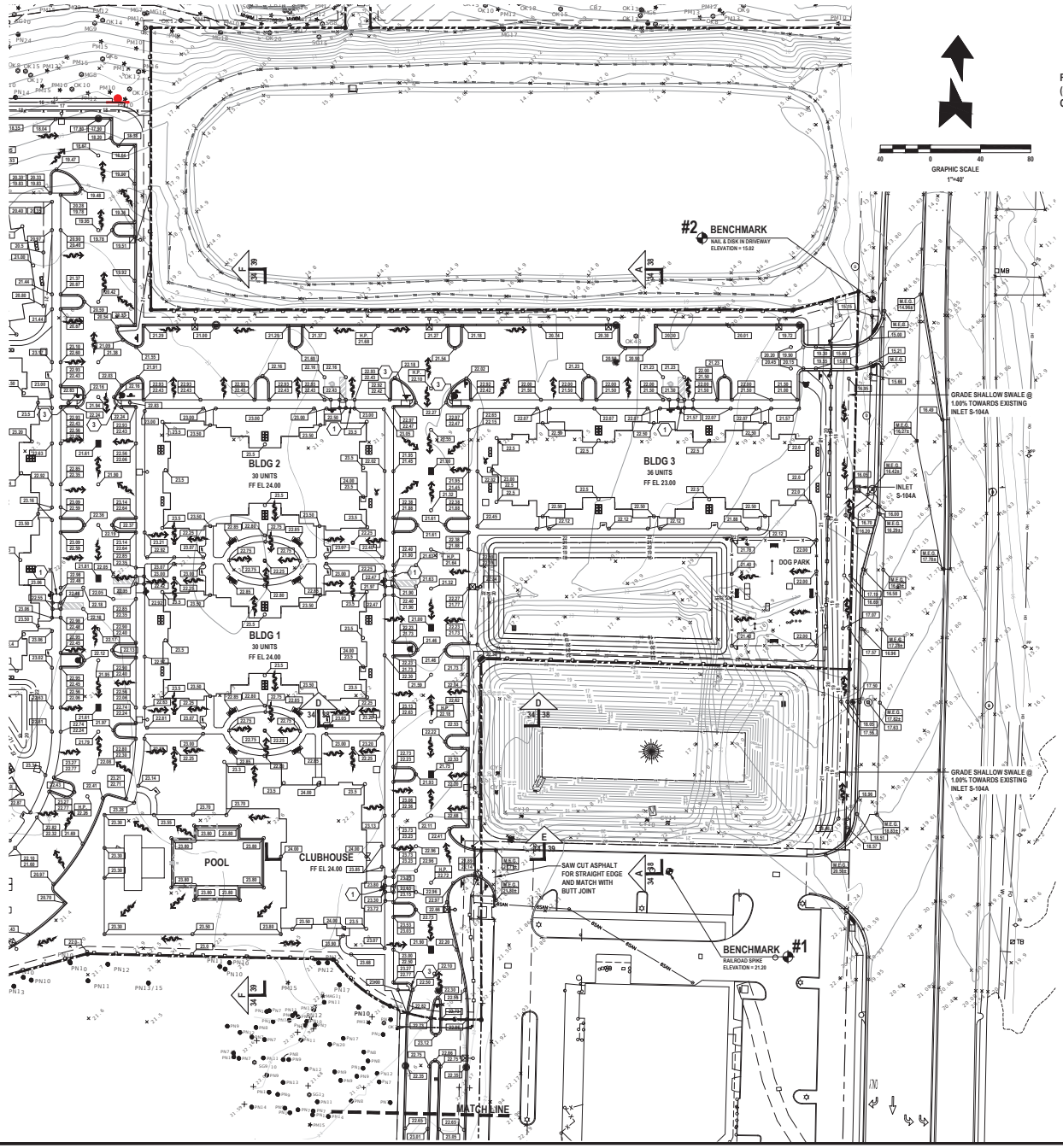
HARRY H. NEWKIRK, P.E. # 62971

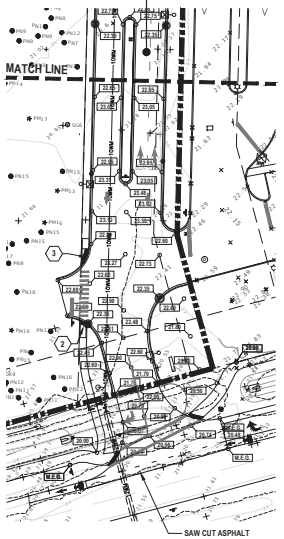
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

30



FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

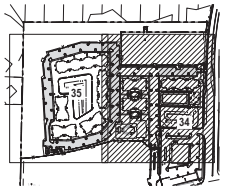
VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
2. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)



KEY MAP
NOT TO SCALE

One Nation... One Number... 811
Know what's below. Call before you dig.

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

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1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

GRADING PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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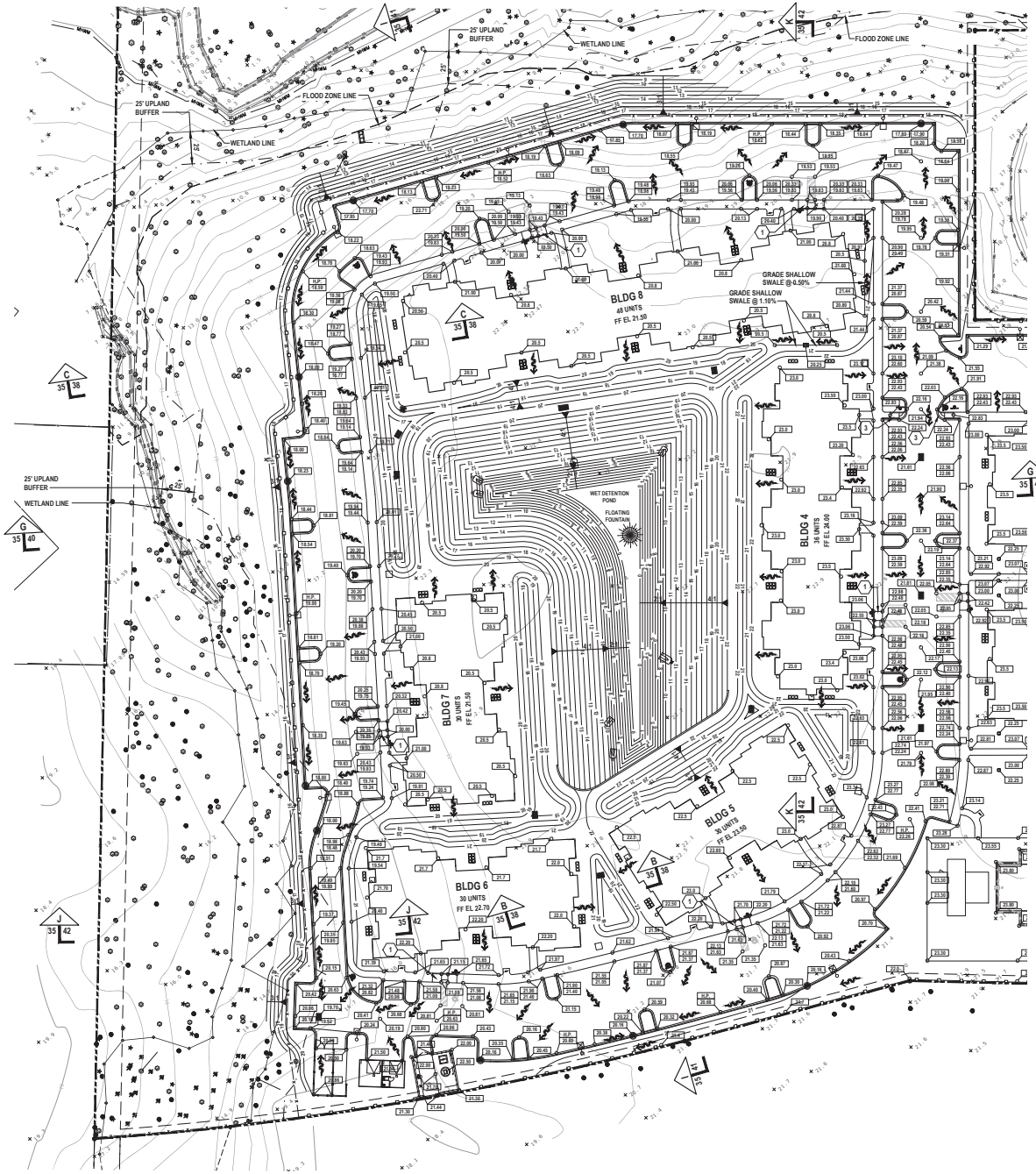
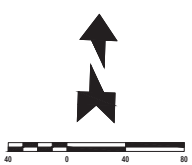
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

34





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KEYNOTES:

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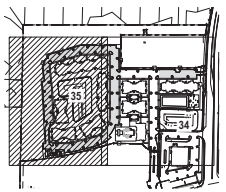

KEY MAP
NOT TO SCALE



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Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
2020
Civil Engineering,
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Landscape Architecture
NEWKIRK ENGINEERING INC.

GRADING PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK
LICENSED
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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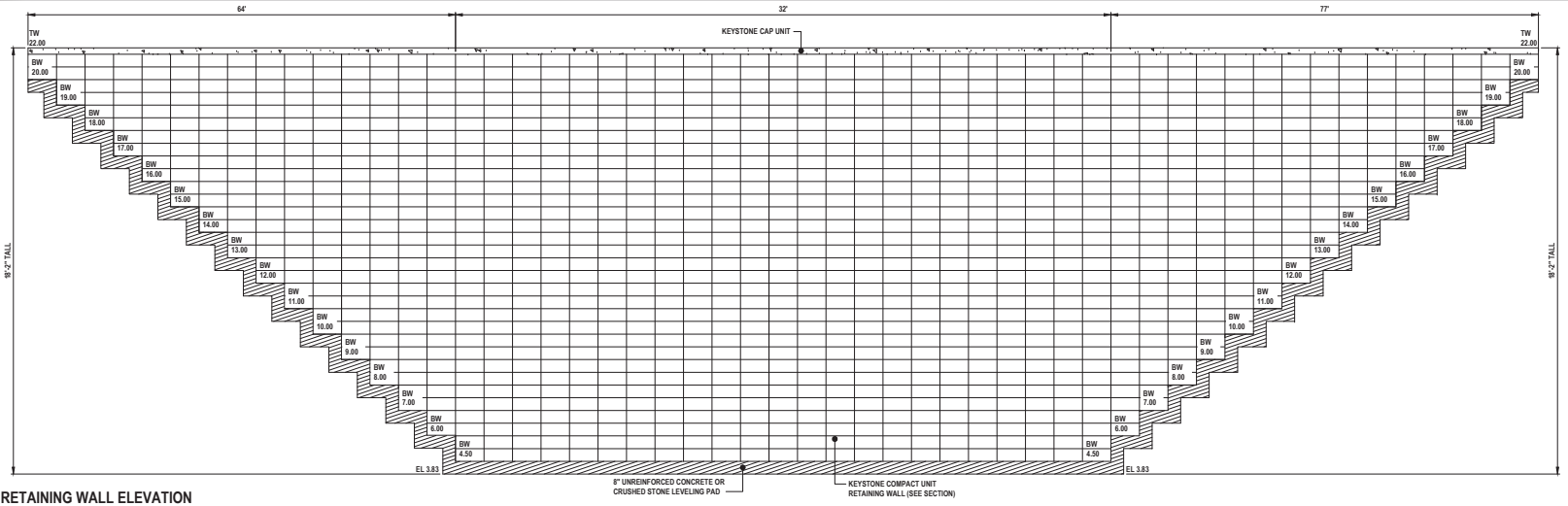
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

35

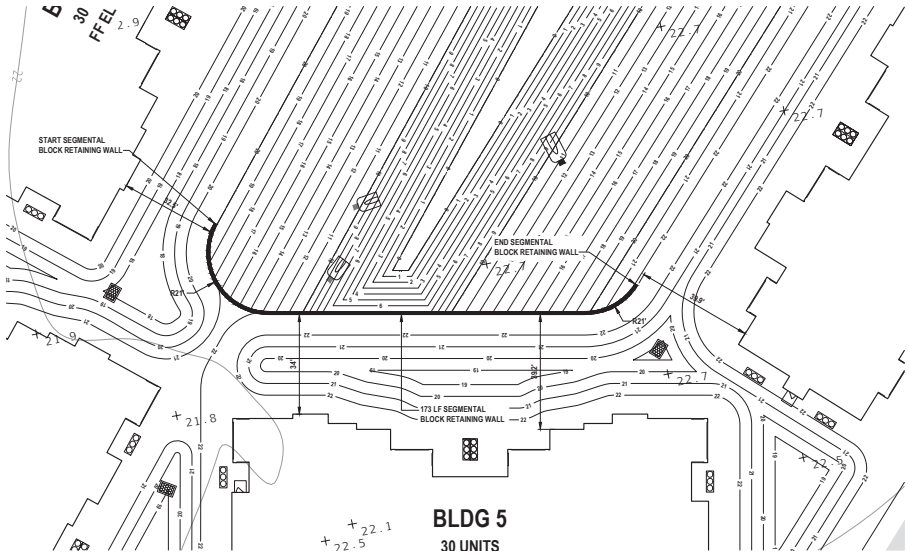


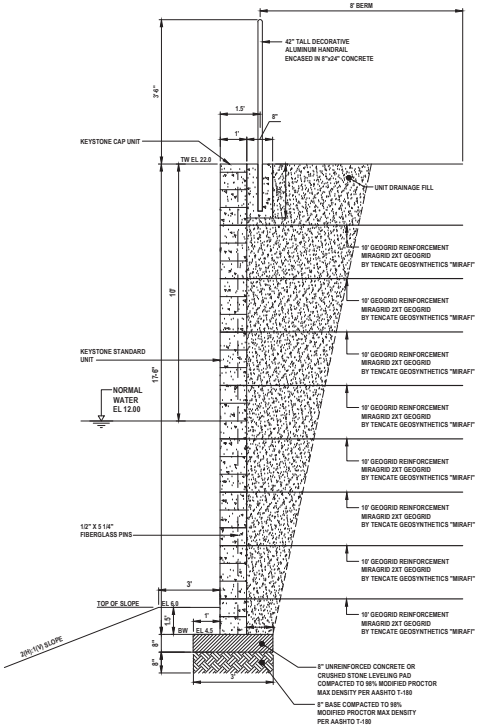
TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE

GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE (7TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.





RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

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RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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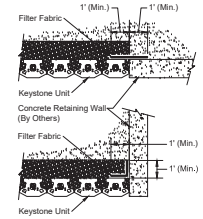
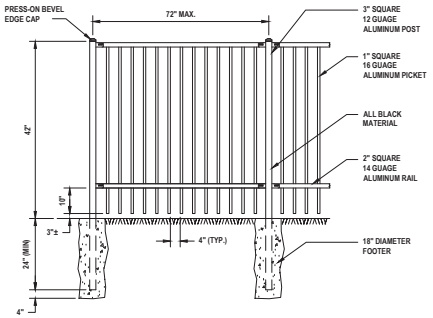
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

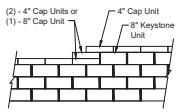
36.1



Connection Details
Compac Unit - Shown

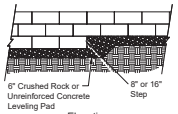


ALUMINIMUM RAIL FENCE DETAIL
NOT TO SCALE



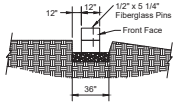
Note:
1. Secure all cap units with Keystone Kapseal or equal.

Top of Wall Steps



Elevation

Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi unreinforced concrete.



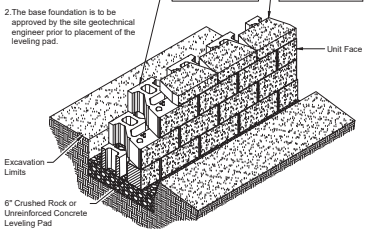
Section

Leveling Pad Detail

Base Leveling Pad Notes:
1. The leveling pad is to be constructed of crushed stone or 2,000 psi unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

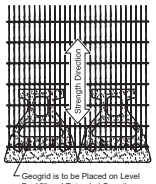
Standard Unit	
Width:	18"
*Depth:	18"
Height:	8"
*Weight:	108 lbs

Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	50 lbs

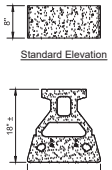


Standard Unit/Base Pad Isometric Section View
*Dimensions & Weight May Vary by Region

Control Joint Cut



Grid & Pin Connection



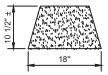
Standard Elevation
Standard Plan
Standard Unit
*Dimensions May Vary by Region



Cap Unit Elevation

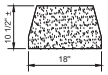


Cap Unit Elevation



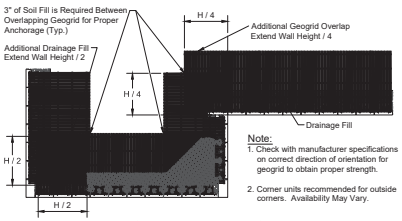
Cap Unit Plan

Universal Cap Unit Option
*Dimensions & Availability Will Vary by Region



Cap Unit Plan

Straight Split Cap Unit Option
*Dimensions & Availability Will Vary by Region



Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

Geogrid Installation at Corners

SEGMENTAL RETAINING WALL SPECIFICATIONS:

PART 1: GENERAL

1.01 DESCRIPTION

A. WORK SHALL CONSIST OF FURNISHING AND CONSTRUCTION OF A KEYSTONE COMPAC UNIT RETAINING WALL SYSTEM OR EQUAL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DESIGN, AND DIMENSIONS SHOWN ON THE PLANS.

B. WORK INCLUDES PREPARING FOUNDATION SOIL, FURNISHING AND INSTALLING LEVELING PAD, UNIT DRAINAGE FILL AND BACKFILL TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS.

C. WORK INCLUDES FURNISHING AND INSTALLING GEOGRID SOIL REINFORCEMENT OF THE TYPE, SIZE, LOCATION, AND LENGTHS DESIGNATED ON THE CONSTRUCTION DRAWINGS.

1.02 RELATED SECTIONS

A. SECTION 02300 (31 00 00) - EARTHWORK

1.03 REFERENCE DOCUMENTS

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS
1. ASTM C1372 SPECIFICATION FOR DRY-CAST SEGMENTAL RETAINING WALL UNITS
2. ASTM D422 PARTICLE-SIZE ANALYSIS OF SOILS
3. ASTM D698 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -STANDARD EFFORT
4. ASTM D1557 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -MODIFIED EFFORT
5. ASTM D3034 POLYVINYL CHLORIDE PIPE (PVC)
6. ASTM D4318 LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY INDEX OF SOILS
7. ASTM D4475 HORIZONTAL SHEAR STRENGTH OF PULTRUDED REINFORCED PLASTIC RODS
8. ASTM D4476 FLEXURAL PROPERTIES OF FIBER REINFORCED PULTRUDED PLASTIC RODS
9. ASTM D4595 TENSILE PROPERTIES OF GEOTEXTILES - WIDE WIDTH STRIP
10. ASTM D5262 UNCONFINED TENSION CREEP BEHAVIOR OF GEOSYNTHETICS
11. ASTM D5818 EVALUATE INSTALLATION DAMAGE OF GEOSYNTHETICS
12. ASTM D6637 TENSILE PROPERTIES OF GEOGRIDS - SINGLE OR MULTI-RIB
13. ASTM D6638 CONNECTION STRENGTH - REINFORCEMENT/SEGMENTAL UNITS
14. ASTM D6706 GEOSYNTHETIC PULLOUT RESISTANCE IN SOIL
15. ASTM D6916 SHEAR STRENGTH BETWEEN SEGMENTAL CONCRETE UNITS

B. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1. AASHTO M 252 CORRUGATED POLYETHYLENE DRAINAGE PIPE

C. GEOSYNTHETIC RESEARCH INSTITUTE (GRI)

1. GRI-GG4 DETERMINATION OF LONG TERM DESIGN STRENGTH OF GEOGRIDS
2. GRI-GG5 DETERMINATION OF GEOGRID (SOIL) PULLOUT

D. NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

1. NCMA SRWU-1 TEST METHOD FOR DETERMINING CONNECTION STRENGTH OF SRW
2. NCMA SRWU-2 TEST METHOD FOR DETERMINING SHEAR STRENGTH OF SRW

1.04 SUBMITTALS/CERTIFICATION

A. CONTRACTOR SHALL SUBMIT A MANUFACTURER'S CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM COMPONENTS MEET THE REQUIREMENTS OF THIS SPECIFICATION AND THE STRUCTURE DESIGN.

B. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT. THE ENGINEERING DESIGNS, TECHNIQUES, AND MATERIAL EVALUATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S DESIGN MANUAL, NCMA DESIGN GUIDELINES FOR SEGMENTAL RETAINING WALLS, OR THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (WHICHEVER IS APPLICABLE TO DESIGNER).

C. CONTRACTOR SHALL SUBMIT A TEST REPORT DOCUMENTING STRENGTH OF SPECIFIC MODULAR CONCRETE UNIT AND GEOGRID REINFORCEMENT CONNECTION. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL BE EQUAL TO THE LABORATORY TESTED ULTIMATE STRENGTH OF GEOGRID / FACING UNIT CONNECTION AT A MAXIMUM NORMAL FORCE LIMITED BY THE "HINGE HEIGHT" OF THE STRUCTURE DIVIDED BY A SAFETY FACTOR OF 1.5. THE CONNECTION STRENGTH EVALUATION SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU_1).

1.05 QUALITY ASSURANCE

A. CONTRACTOR SHALL SUBMIT CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM (MODULAR CONCRETE UNITS AND SPECIFIC GEOGRID):

1) HAS BEEN SUCCESSFULLY UTILIZED ON A MINIMUM OF FIVE (5) SIMILAR PROJECTS, I.E., HEIGHT, SOIL FILL TYPES, ERECTION TOLERANCES, ETC.; AND

2) HAS BEEN SUCCESSFULLY INSTALLED ON A MINIMUM OF 1 MILLION (1,000,000) SQUARE FEET OF RETAINING WALLS.

B. CONTRACTOR SHALL SUBMIT A LIST OF FIVE (5) PREVIOUSLY CONSTRUCTED PROJECTS OF SIMILAR SIZE AND MAGNITUDE BY THE WALL INSTALLER WHERE THE SPECIFIC RETAINING WALL SYSTEM HAS BEEN CONSTRUCTED SUCCESSFULLY. CONTACT NAMES AND TELEPHONE NUMBERS SHALL BE LISTED FOR EACH PROJECT.

C. CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE DESIGN ENGINEER HAS A MINIMUM OF FIVE YEARS OF DOCUMENTAL EXPERIENCE IN THE DESIGN FOR REINFORCED SOIL STRUCTURES. THE DESIGN ENGINEER SHALL PROVIDE PROOF OF CURRENT PROFESSIONAL LIABILITY INSURANCE WITH AN AGGREGATE COVERAGE LIMIT OF NOT LESS THAN $2,000,000.

D. OWNER SHALL/MAY PROVIDE SOIL TESTING AND QUALITY ASSURANCE INSPECTION DURING EARTHWORK AND WALL CONSTRUCTION OPERATIONS. CONTRACTOR SHALL PROVIDE ANY QUALITY CONTROL TESTING OR INSPECTION NOT PROVIDED BY THE OWNER. OWNER'S QUALITY ASSURANCE PROGRAM DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR QUALITY CONTROL AND WALL PERFORMANCE.

1.06 DELIVERY, STORAGE AND HANDLING

A. CONTRACTOR SHALL CHECK ALL MATERIALS UPON DELIVERY TO ASSURE THAT THE PROPER TYPE, GRADE, COLOR, AND CERTIFICATION HAVE BEEN RECEIVED.

B. CONTRACTOR SHALL PROTECT ALL MATERIALS FROM DAMAGE DUE TO JOBSITE CONDITIONS AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DAMAGED MATERIALS SHALL NOT BE INCORPORATED INTO THE WORK.

PART 2: PRODUCTS

2.01 DEFINITIONS

A. MODULAR UNIT _ A CONCRETE RETAINING WALL ELEMENT MACHINE MADE FROM PORTLAND CEMENT, WATER, AND AGGREGATES.

B. STRUCTURAL GEOGRID _ A STRUCTURAL ELEMENT FORMED BY A REGULAR NETWORK OF INTEGRALLY CONNECTED TENSILE ELEMENTS WITH APERTURES OF SUFFICIENT SIZE TO ALLOW INTERLOCKING WITH SURROUNDING SOIL, ROCK, OR EARTH AND FUNCTION PRIMARILY AS REINFORCEMENT.

C. UNIT DRAINAGE FILL _ DRAINAGE AGGREGATE, WHICH IS PLACED WITHIN AND IMMEDIATELY BEHIND THE MODULAR CONCRETE UNITS.

D. REINFORCED BACKFILL _ COMPACTED SOIL, WHICH IS PLACED WITHIN THE REINFORCED SOIL VOLUME AS OUTLINED ON THE PLANS.

2.02 MODULAR CONCRETE RETAINING WALL UNITS

A. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING ARCHITECTURAL REQUIREMENTS:

1. FACE COLOR - CONCRETE GRAY, UNLESS OTHERWISE SPECIFIED. THE OWNER MAY SPECIFY STANDARD MANUFACTURERS' COLOR.
2. FACE FINISH _ SCULPTURED ROCK FACE IN ANGULAR TRI-PLANER CONFIGURATION. OTHER FACE FINISHES WILL NOT BE ALLOWED WITHOUT WRITTEN APPROVAL OF OWNER.
3. BOND CONFIGURATION _ RUNNING WITH BONDS NOMINALLY LOCATED AT MIDPOINT VERTICALLY ADJACENT UNITS, IN BOTH STRAIGHT AND CURVED ALIGNMENTS.
4. EXPOSED SURFACES OF UNITS SHALL BE FREE OF CHIPS, CRACKS OR OTHER IMPERFECTIONS WHEN VIEWED FROM A DISTANCE OF 10 FEET UNDER DIFFUSED LIGHTING.

B. MODULAR CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C1372 - STANDARD SPECIFICATIONS FOR SEGMENTAL RETAINING WALL UNITS.

C. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING STRUCTURAL AND GEOMETRIC REQUIREMENTS MEASURED IN ACCORDANCE WITH ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS:

1. COMPRESSIVE STRENGTH: 3000 PSI (21 MPA);
2. ABSORPTION: 8 % (6% IN NORTHERN STATES) FOR STANDARD WEIGHT AGGREGATES;
3. DIMENSIONAL TOLERANCES: ± 1/8" (3 MM) FROM NOMINAL UNIT DIMENSIONS NOT INCLUDING ROUGH SPLIT FACE, ±1/16" (1.5 MM) UNIT HEIGHT - TOP AND BOTTOM PLANES;
4. UNIT SIZE: 8" (203 MM) (H) X 18" (457 MM)(W) X 12" (304 MM)(D) MINIMUM;
5. UNIT WEIGHT: 75-LBS/UNIT (35 KG/UNIT) MINIMUM FOR STANDARD WEIGHT AGGREGATES.

D. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING PERFORMANCE TESTING:

1. INTER_UNIT SHEAR STRENGTH IN ACCORDANCE WITH ASTM D6916 (NCMA SRWU-2): 600-PLF (8 KN/M) MINIMUM AT 3-PSI (13 KPA) NORMAL PRESSURE;
2. GEOGRID/UNIT PEAK CONNECTION STRENGTH IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU-1): 500-PLF (7 KN/M) MINIMUM AT 2-PSI (13 KPA) NORMAL FORCE.

E. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING CONSTRUCTABILITY REQUIREMENTS:

1. VERTICAL SETBACK = 1/8"± (3 MM) PER COURSE (NEAR VERTICAL) OR 1" (25 MM)+ PER COURSE PER THE DESIGN;
2. ALIGNMENT AND GRID POSITIONING MECHANISM _ FIBERGLASS PINS, TWO PER UNIT MINIMUM;
3. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

2.03 SHEAR CONNECTORS

A. SHEAR CONNECTORS SHALL BE 1/2-INCH (12 MM) DIAMETER THERMOSET ISOPTHALIC POLYESTER RESIN PULTRUDED FIBERGLASS REINFORCEMENT RODS OR EQUIVALENT TO PROVIDE CONNECTION BETWEEN VERTICALLY AND HORIZONTALLY ADJACENT UNITS WITH THE FOLLOWING REQUIREMENTS:

1. FLEXURAL STRENGTH IN ACCORDANCE WITH ASTM D4476: 128,000 PSI (882 MPA) MINIMUM;
2. SHORT BEAM SHEAR IN ACCORDANCE WITH ASTM D4475: 6,400 PSI (44 MPA) MINIMUM.

B. SHEAR CONNECTORS SHALL BE CAPABLE OF HOLDING THE GEOGRID IN THE PROPER DESIGN POSITION DURING GRID PRE_TENSIONING AND BACKFILLING.

2.04 BASE LEVELING PAD MATERIAL

A. MATERIAL SHALL CONSIST OF A COMPACTED CRUSHED STONE BASE OR NON_REINFORCED CONCRETE AS SHOWN ON THE CONSTRUCTION DRAWINGS.

2.05 UNIT DRAINAGE FILL

A. UNIT DRAINAGE FILL SHALL CONSIST OF CLEAN 1" (25 MM) MINUS CRUSHED STONE OR CRUSHED GRAVEL MEETING THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
1 INCH (25 MM)	100
3/4-INCH (19 MM)	75_100
NO. 4	0 _ 10
NO. 50	0 _ 5

B. ONE CUBIC FOOT (0.028 M3), MINIMUM, OF DRAINAGE FILL SHALL BE USED FOR EACH SQUARE FOOT (0.093 M2) OF WALL FACE. DRAINAGE FILL SHALL BE PLACED WITHIN CORES OF, BETWEEN, AND BEHIND UNITS TO MEET THIS REQUIREMENT.

2.06 REINFORCED BACKFILL

A. REINFORCED BACKFILL SHALL BE FREE OF DEBRIS AND MEET THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
2-INCH (50 MM)	100
3/4-INCH (19 MM)	100_75
NO. 40	0_60
NO. 200	0_35

PLASTICITY INDEX (PI) <15 AND LIQUID LIMIT <40 PER ASTM D-4318.

B. THE MAXIMUM AGGREGATE SIZE SHALL BE LIMITED TO 3/4 INCH (19 MM) UNLESS FIELD TESTS HAVE BEEN PERFORMED TO EVALUATE POTENTIAL STRENGTH REDUCTIONS TO THE GEOGRID DESIGN DUE TO DAMAGE DURING CONSTRUCTION.

C. MATERIAL CAN BE SITE-EXCAVATED SOILS WHERE THE ABOVE REQUIREMENTS CAN BE MET. UNSUITABLE SOILS FOR BACKFILL (HIGH PLASTIC CLAYS OR ORGANIC SOILS) SHALL NOT BE USED IN THE BACKFILL OR IN THE REINFORCED SOIL MASS.

D. CONTRACTOR SHALL SUBMIT REINFORCED FILL SAMPLE AND LABORATORY TEST RESULTS TO THE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO THE USE OF ANY PROPOSED REINFORCED FILL MATERIAL.

2.07 GEOGRID SOIL REINFORCEMENT

A. GEOSYNTHETIC REINFORCEMENT SHALL CONSIST OF GEOGRIDS MANUFACTURED SPECIFICALLY FOR SOIL REINFORCEMENT APPLICATIONS AND SHALL BE MANUFACTURED FROM HIGH TENACITY POLYESTER YARN OR HIGH-DENSITY POLYETHYLENE. POLYESTER GEOGRID SHALL BE KNITTED FROM HIGH TENACITY POLYESTER FILAMENT YARN WITH A MOLECULAR WEIGHT EXCEEDING 25,000 G/M AND A CARBOXYL END GROUP VALUES LESS THAN 30. POLYESTER GEOGRID SHALL BE COATED WITH AN IMPREGNATED PVC COATING THAT RESISTS PEELING, CRACKING, AND STRIPPING.

B. TA, LONG TERM ALLOWABLE TENSILE DESIGN LOAD, OF THE GEOGRID MATERIAL SHALL BE DETERMINED AS FOLLOWS:

TA = TULT / (RFCR*RFD*RFID*FS)
TA SHALL BE EVALUATED BASED ON A 75-YEAR DESIGN LIFE.

1. TULT, SHORT TERM ULTIMATE TENSILE STRENGTH SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D4595 OR ASTM D4837.
TULT IS BASED ON THE MINIMUM AVERAGE ROLL VALUES (MARV).

2. RFCR, REDUCTION FACTOR FOR LONG-TERM TENSION CREEP
RFCR SHALL BE DETERMINED FROM 10,000-HOUR CREEP TESTING PERFORMED IN ACCORDANCE WITH ASTM D5262. REDUCTION VALUE = 1.45 MINIMUM.

3. RFD, REDUCTION FACTOR FOR DURABILITY
RFD SHALL BE DETERMINED FROM POLYMER SPECIFIC DURABILITY TESTING COVERING THE RANGE OF EXPECTED SOIL ENVIRONMENTS. RFD = 1.10 MINIMUM.

4. RFID, REDUCTION FACTOR FOR INSTALLATION DAMAGE
RFID SHALL BE DETERMINED FROM PRODUCT SPECIFIC CONSTRUCTION DAMAGE TESTING PERFORMED IN ACCORDANCE WITH ASTM D5818 (GRI_GG4). TEST RESULTS SHALL BE PROVIDED FOR EACH PRODUCT TO BE USED WITH PROJECT SPECIFIC OR MORE SEVERE SOIL TYPE. RFID = 1.05 MINIMUM.

5. FS, OVERALL DESIGN FACTOR OF SAFETY
FS SHALL BE 1.5 UNLESS OTHERWISE NOTED FOR THE MAXIMUM ALLOWABLE WORKING STRESS CALCULATION.

C. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL NOT EXCEED THE LABORATORY TESTED ULTIMATE STRENGTH OF THE GEOGRID/FACING UNIT CONNECTION AS LIMITED BY THE "HINGE HEIGHT" DIVIDED BY A FACTOR OF SAFETY OF 1.5. THE CONNECTION STRENGTH TESTING AND COMPUTATION PROCEDURES SHALL BE IN ACCORDANCE WITH ASTM D6638 CONNECTION STRENGTH BETWEEN GEOSYNTHETIC REINFORCEMENT AND SEGMENTAL CONCRETE UNITS (NCMA SRWU-1).

D. SOIL INTERACTION COEFFICIENT, CI
CI VALUES SHALL BE DETERMINED PER ASTM D6706 (GRI:GG5) AT A MAXIMUM 0.75-INCH (19 MM) DISPLACEMENT.

E. MANUFACTURING QUALITY CONTROL
THE GEOGRID MANUFACTURER SHALL HAVE A MANUFACTURING QUALITY CONTROL PROGRAM THAT INCLUDES QC TESTING BY AN INDEPENDENT LABORATORY.
THE QC TESTING SHALL INCLUDE:
TENSILE STRENGTH TESTING
MELT FLOW INDEX (HDPE)
MOLECULAR WEIGHT (POLYESTER)

2.08 DRAINAGE PIPE

A. IF REQUIRED, THE DRAINAGE PIPE SHALL BE PERFORATED OR SLOTTED PVC PIPE MANUFACTURED IN ACCORDANCE WITH ASTM D-3034 OR CORRUGATED HDPE PIPE MANUFACTURED IN ACCORDANCE WITH AASHTO M252.

2.09 GEOTEXTILE FILTER FABRIC

A. WHEN REQUIRED, GEOTEXTILE FILTER FABRIC SHALL BE 4.0 OZ/SY, POLYPROPYLENE, NEEDLEPUNCHED NONWOVEN FABRIC.

PART 3: EXECUTION

3.01 EXCAVATION

A. CONTRACTOR SHALL EXCAVATE TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS. OWNER'S REPRESENTATIVE SHALL INSPECT THE EXCAVATION AND APPROVE PRIOR TO PLACEMENT OF LEVELING MATERIAL OR FILL SOILS. PROOF ROLL FOUNDATION AREA AS DIRECTED TO DETERMINE IF REMEDIAL WORK IS REQUIRED.

B. OVER_EXCAVATION AND REPLACEMENT OF UNSUITABLE FOUNDATION SOILS AND REPLACEMENT WITH APPROVED COMPACTED FILL WILL BE COMPENSATED AS AGREED UPON WITH THE OWNER.

3.02 BASE LEVELING PAD

A. LEVELING PAD MATERIAL SHALL BE PLACED TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS, TO A MINIMUM THICKNESS OF 6 INCHES (150 MM) AND EXTEND LATERALLY A MINIMUM OF 6" (150 MM) IN FRONT AND BEHIND THE MODULAR WALL UNIT.

B. SOIL LEVELING PAD MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557.

C. LEVELING PAD SHALL BE PREPARED TO INSURE FULL CONTACT TO THE BASE SURFACE OF THE CONCRETE UNITS.

3.03 MODULAR UNIT INSTALLATION

A. FIRST COURSE OF UNITS SHALL BE PLACED ON THE LEVELING PAD AT THE APPROPRIATE LINE AND GRADE. ALIGNMENT AND LEVEL SHALL BE CHECKED IN ALL DIRECTIONS AND INSURE THAT ALL UNITS ARE IN FULL CONTACT WITH THE BASE AND PROPERLY SEATED.

B. PLACE THE FRONT OF UNITS SIDE-BY-SIDE. DO NOT LEAVE GAPS BETWEEN ADJACENT UNITS. LAYOUT OF CORNERS AND CURVES SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

C. INSTALL SHEAR/CONNECTING DEVICES PER MANUFACTURER'S RECOMMENDATIONS.

D. PLACE AND COMPACT DRAINAGE FILL WITHIN AND BEHIND WALL UNITS. PLACE AND COMPACT BACKFILL SOIL BEHIND DRAINAGE FILL. FOLLOW WALL ERECTION AND DRAINAGE FILL CLOSELY WITH STRUCTURE BACKFILL.

E. MAXIMUM STACKED VERTICAL HEIGHT OF WALL UNITS, PRIOR TO UNIT DRAINAGE FILL AND BACKFILL PLACEMENT AND COMPACTION, SHALL NOT EXCEED TWO COURSES.

3.04 STRUCTURAL GEOGRID INSTALLATION

A. GEOGRID SHALL BE ORIENTED WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL ALIGNMENT.

B. GEOGRID REINFORCEMENT SHALL BE PLACED AT THE STRENGTHS, LENGTHS, AND ELEVATIONS SHOWN ON THE CONSTRUCTION DESIGN DRAWINGS OR AS DIRECTED BY THE ENGINEER.

C. THE GEOGRID SHALL BE LAID HORIZONTALLY ON COMPACTED BACKFILL AND ATTACHED TO THE MODULAR WALL UNITS. PLACE THE NEXT COURSE OF MODULAR CONCRETE UNITS OVER THE GEOGRID. THE GEOGRID SHALL BE PULLED TAUT, AND ANCHORED PRIOR TO BACKFILL PLACEMENT ON THE GEOGRID.

D. GEOGRID REINFORCEMENTS SHALL BE CONTINUOUS THROUGHOUT THEIR EMBEDMENT LENGTHS AND PLACED SIDE-BY-SIDE TO PROVIDE 100% COVERAGE AT EACH LEVEL. SPLICED CONNECTIONS BETWEEN SHORTER PIECES OF GEOGRID OR GAPS BETWEEN ADJACENT PIECES OF GEOGRID ARE NOT PERMITTED.

3.05 REINFORCED BACKFILL PLACEMENT

A. REINFORCED BACKFILL SHALL BE PLACED, SPREAD, AND COMPACTED IN SUCH A MANNER THAT MINIMIZES THE DEVELOPMENT OF SLACK IN THE GEOGRID AND INSTALLATION DAMAGE.

B. REINFORCED BACKFILL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED 6 INCHES (150 MM) WHERE HAND COMPACTION IS USED, OR 8 _ 10 INCHES (200 TO 250 MM) WHERE HEAVY COMPACTION EQUIPMENT IS USED. LIFT THICKNESS SHALL BE DECREASED TO ACHIEVE THE REQUIRED DENSITY AS REQUIRED.

C. REINFORCED BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557. THE MOISTURE CONTENT OF THE BACKFILL MATERIAL PRIOR TO AND DURING COMPACTION SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT EACH LAYER AND SHALL BE DRY OF OPTIMUM, + 0%, - 3%.

D. ONLY LIGHTWEIGHT HAND_OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 3 FEET (1 M) FROM THE TAIL OF THE MODULAR CONCRETE UNIT.

E. TRACKED CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED DIRECTLY UPON THE GEOGRID REINFORCEMENT. A MINIMUM FILL THICKNESS OF 6 INCHES (150 MM) IS REQUIRED PRIOR TO OPERATION OF TRACKED VEHICLES OVER THE GEOGRID. TRACKED VEHICLE TURNING SHOULD BE KEPT TO A MINIMUM TO PREVENT TRACKS FROM DISPLACING THE FILL AND DAMAGING THE GEOGRID.

F. RUBBER TIRED EQUIPMENT MAY PASS OVER GEOGRID REINFORCEMENT AT SLOW SPEEDS, LESS THAN 10 MPH (15 KPH). SUDDEN BRAKING AND SHARP TURNING SHALL BE AVOIDED.

G. AT THE END OF EACH DAY'S OPERATION, THE CONTRACTOR SHALL SLOPE THE LAST LIFT OF REINFORCED BACKFILL AWAY FROM THE WALL UNITS TO DIRECT RUNOFF AWAY FROM WALL FACE. THE CONTRACTOR SHALL NOT ALLOW SURFACE RUNOFF FROM ADJACENT AREAS TO ENTER THE WALL CONSTRUCTION SITE.

3.06 CAP INSTALLATION

A. CAP UNITS SHALL BE GLUED TO UNDERLYING UNITS WITH AN ALL-WEATHER ADHESIVE RECOMMENDED BY THE MANUFACTURER.

3.07 AS-BUILT CONSTRUCTION TOLERANCES

A. VERTICAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.

B. WALL BATTER: WITHIN 2 DEGREES OF DESIGN BATTER.

C. HORIZONTAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.
CORNERS, BENDS & CURVES: ± 1 FT (300 MM) TO THEORETICAL LOCATION.

D. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

3.08 FIELD QUALITY CONTROL

A. QUALITY ASSURANCE - THE OWNER SHALL/MAY ENGAGE INSPECTION AND TESTING SERVICES, INCLUDING INDEPENDENT LABORATORIES, TO PROVIDE QUALITY ASSURANCE AND TESTING SERVICES DURING CONSTRUCTION. THIS DOES NOT RELIEVE THE CONTRACTOR FROM SECURING THE NECESSARY CONSTRUCTION QUALITY CONTROL TESTING.

B. QUALITY ASSURANCE SHOULD INCLUDE FOUNDATION SOIL INSPECTION. VERIFICATION OF GEOTECHNICAL DESIGN PARAMETERS, AND VERIFICATION THAT THE CONTRACTOR'S QUALITY CONTROL TESTING IS ADEQUATE AS A MINIMUM. QUALITY ASSURANCE SHALL ALSO INCLUDE OBSERVATION OF CONSTRUCTION FOR GENERAL COMPLIANCE WITH DESIGN DRAWINGS AND PROJECT SPECIFICATIONS. (QUALITY ASSURANCE IS USUALLY BEST PERFORMED BY THE SITE GEOTECHNICAL ENGINEER.)

C. QUALITY CONTROL - THE CONTRACTOR SHALL ENGAGE INSPECTION AND TESTING SERVICES TO PERFORM THE MINIMUM QUALITY CONTROL TESTING DESCRIBED IN THE RETAINING WALL DESIGN PLANS AND SPECIFICATIONS. ONLY QUALIFIED AND EXPERIENCED TECHNICIANS AND ENGINEERS SHALL PERFORM TESTING AND INSPECTION SERVICES.

D. QUALITY CONTROL TESTING SHALL INCLUDE SOIL AND BACKFILL TESTING TO VERIFY SOIL TYPES AND COMPACTION AND VERIFICATION THAT THE RETAINING WALL IS BEING CONSTRUCTED IN ACCORDANCE WITH THE DESIGN PLANS AND PROJECT SPECIFICATIONS.

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RETAINING WALL NOTES
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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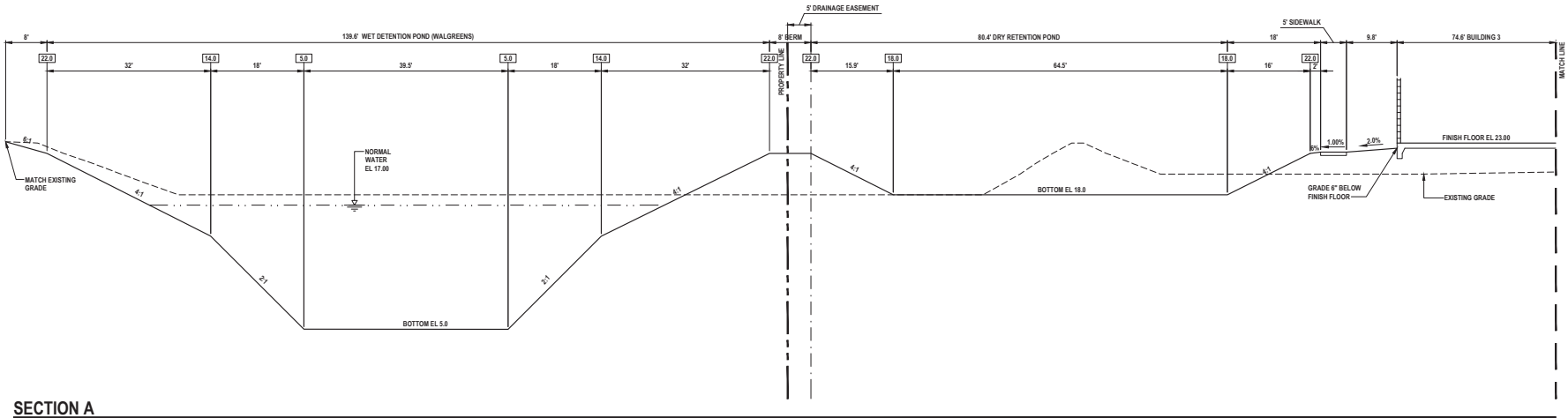

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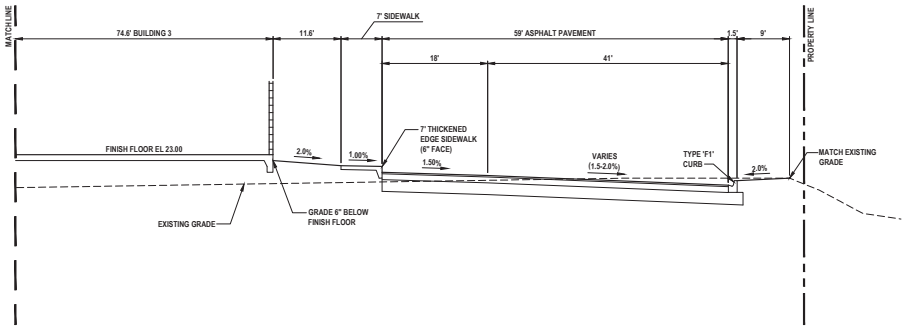

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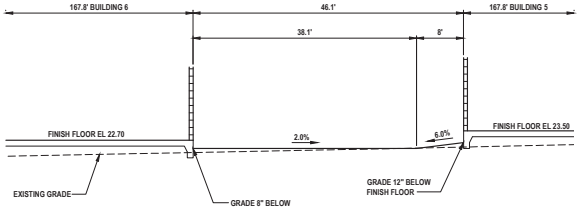

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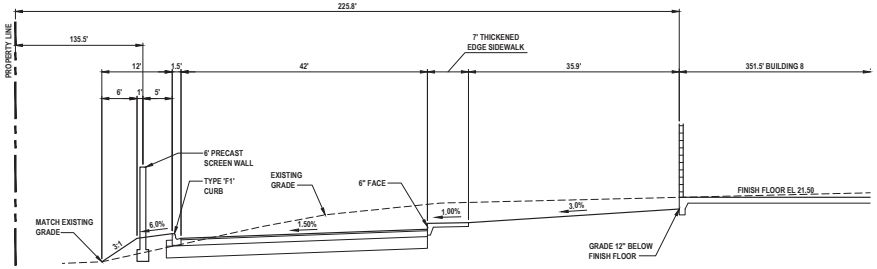

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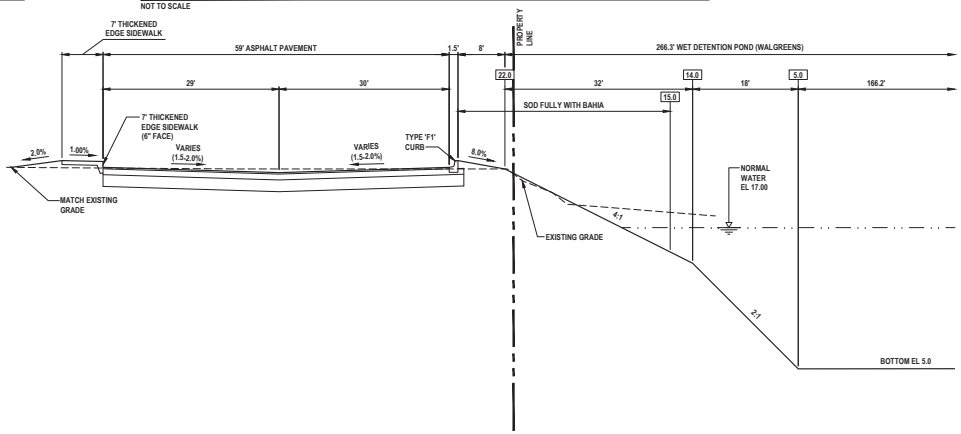

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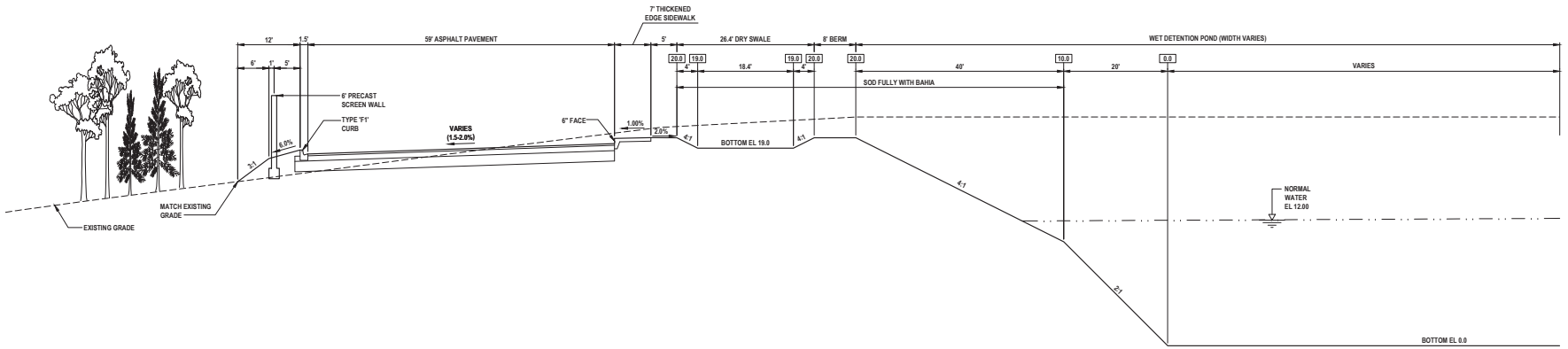

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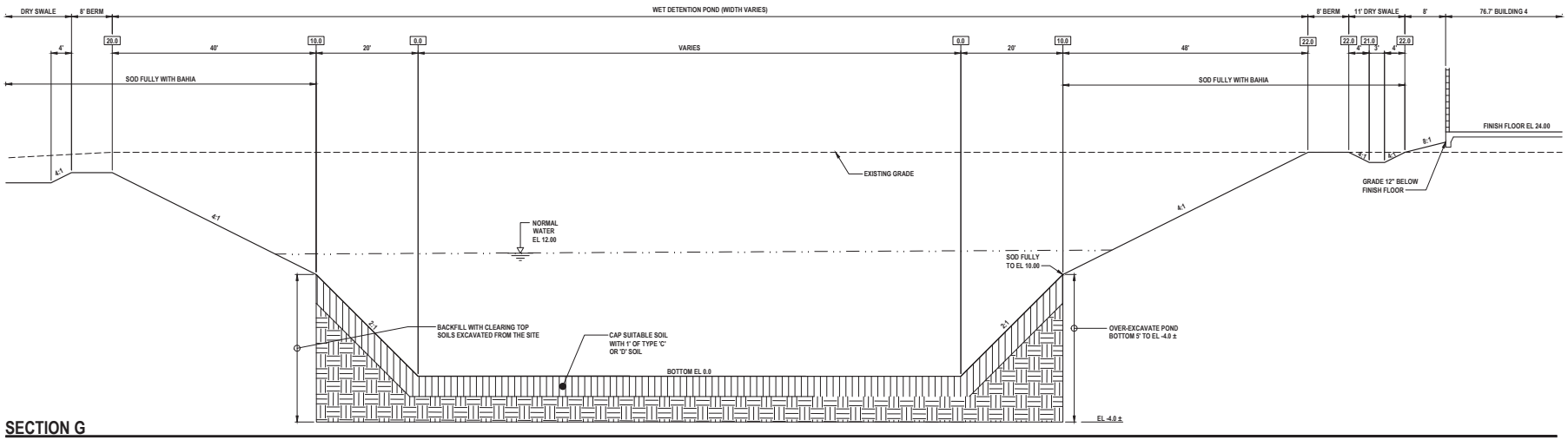

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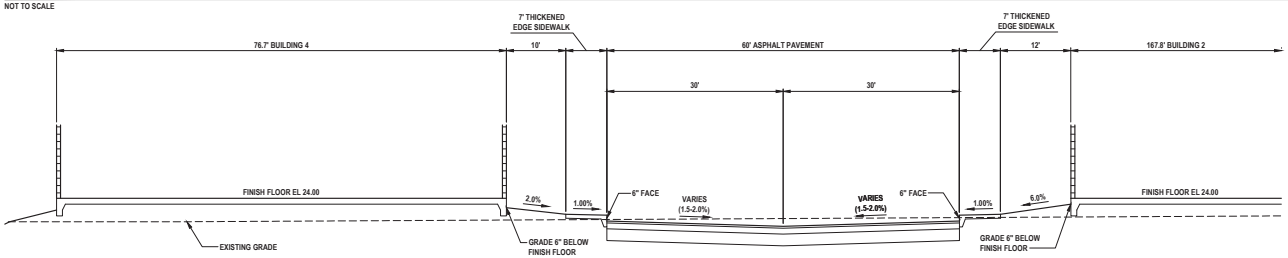

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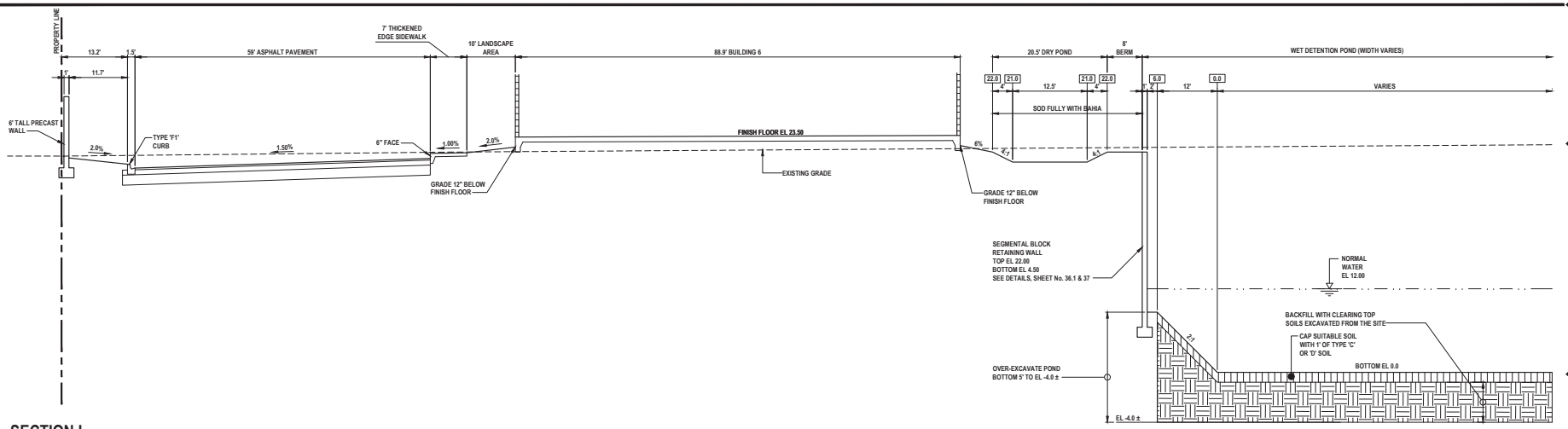
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

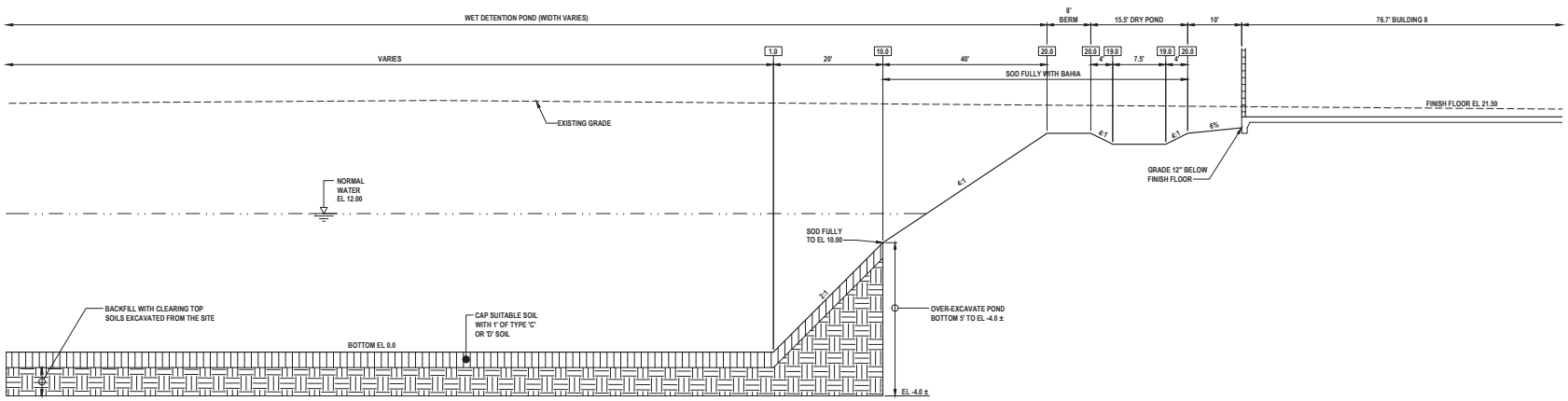
DRAWING NUMBER

40



SECTION I

NOT TO SCALE



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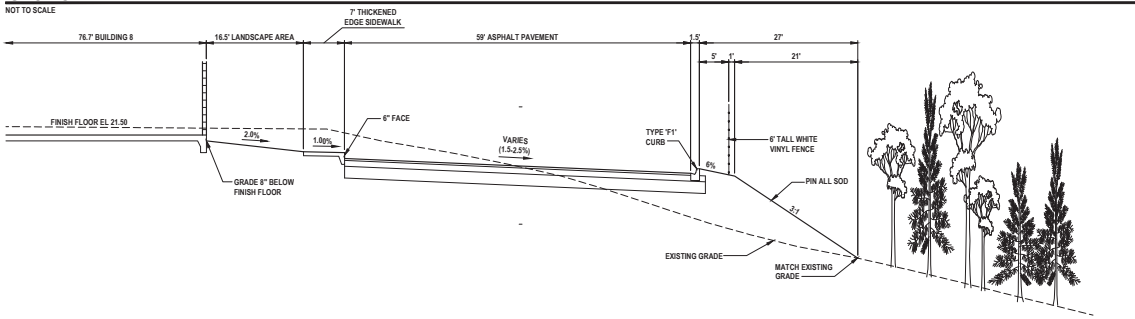

SECTION I

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001684
FBPE # 29703
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

CROSS SECTIONS
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK, P.E. # 62971

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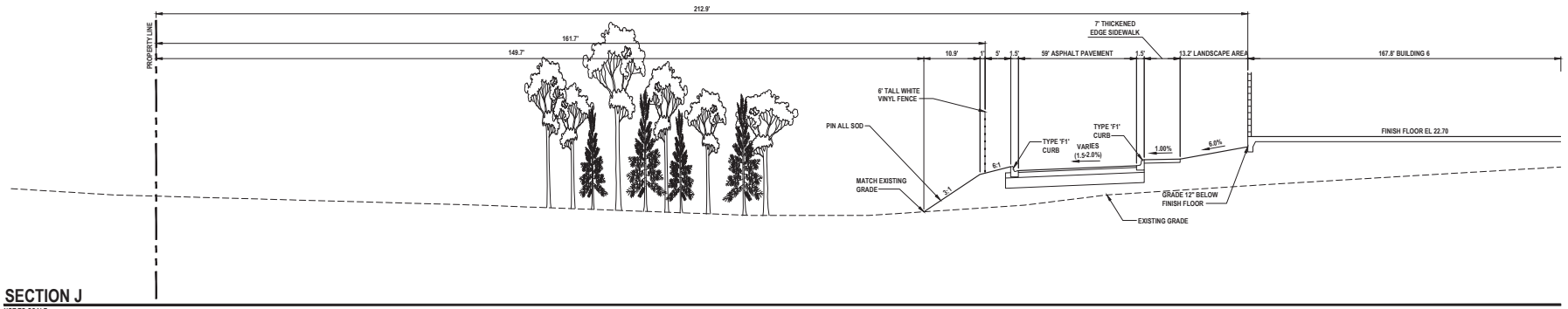
SCALE:	AS SHOWN

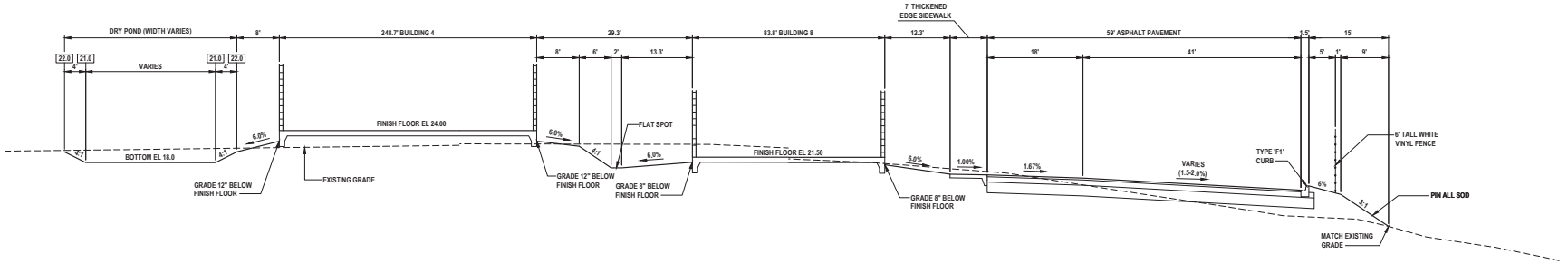
DRAWING NUMBER

41



SECTION J

NOT TO SCALE



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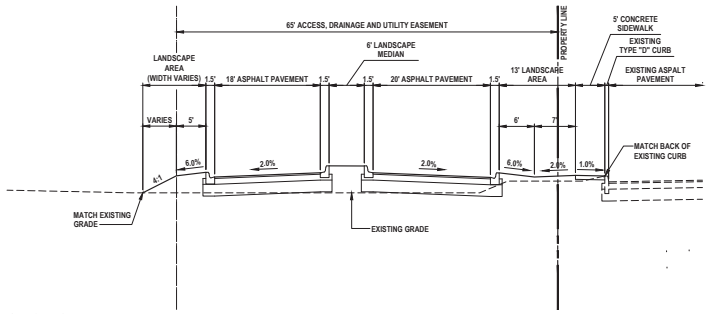

SECTION L

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 2600 0584
C 2013
Civil Engineering, Transportation, CEI & Landscape Architecture
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HARRY H. NEWKIRK, P.E. # 62971

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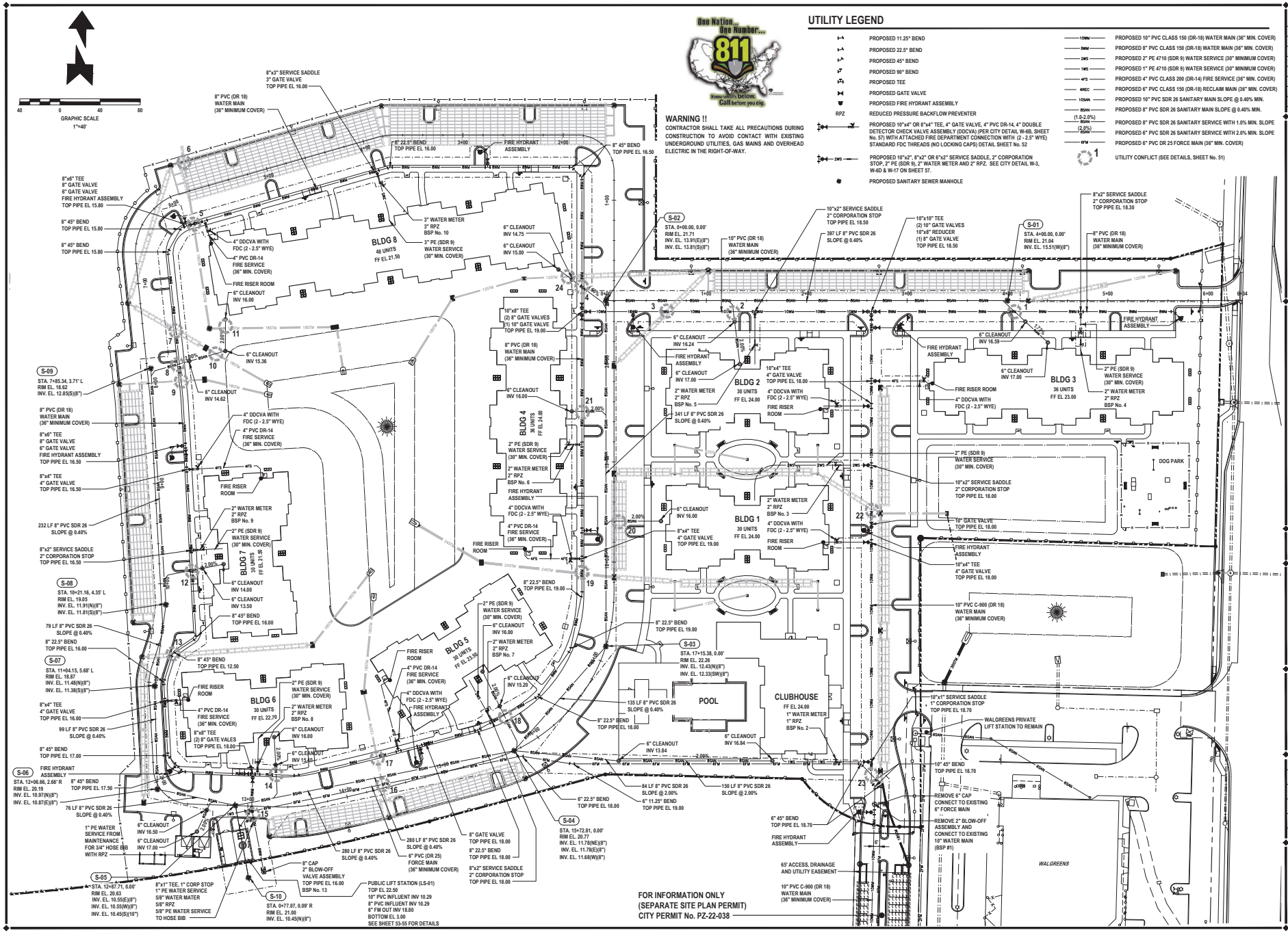
SCALE:	AS SHOWN

DRAWING NUMBER

42



REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
5/2/22	CITY COMMENTS
10/25/22	OWNER

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

UTILITY PLAN (SHT. 1 OF 2)

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
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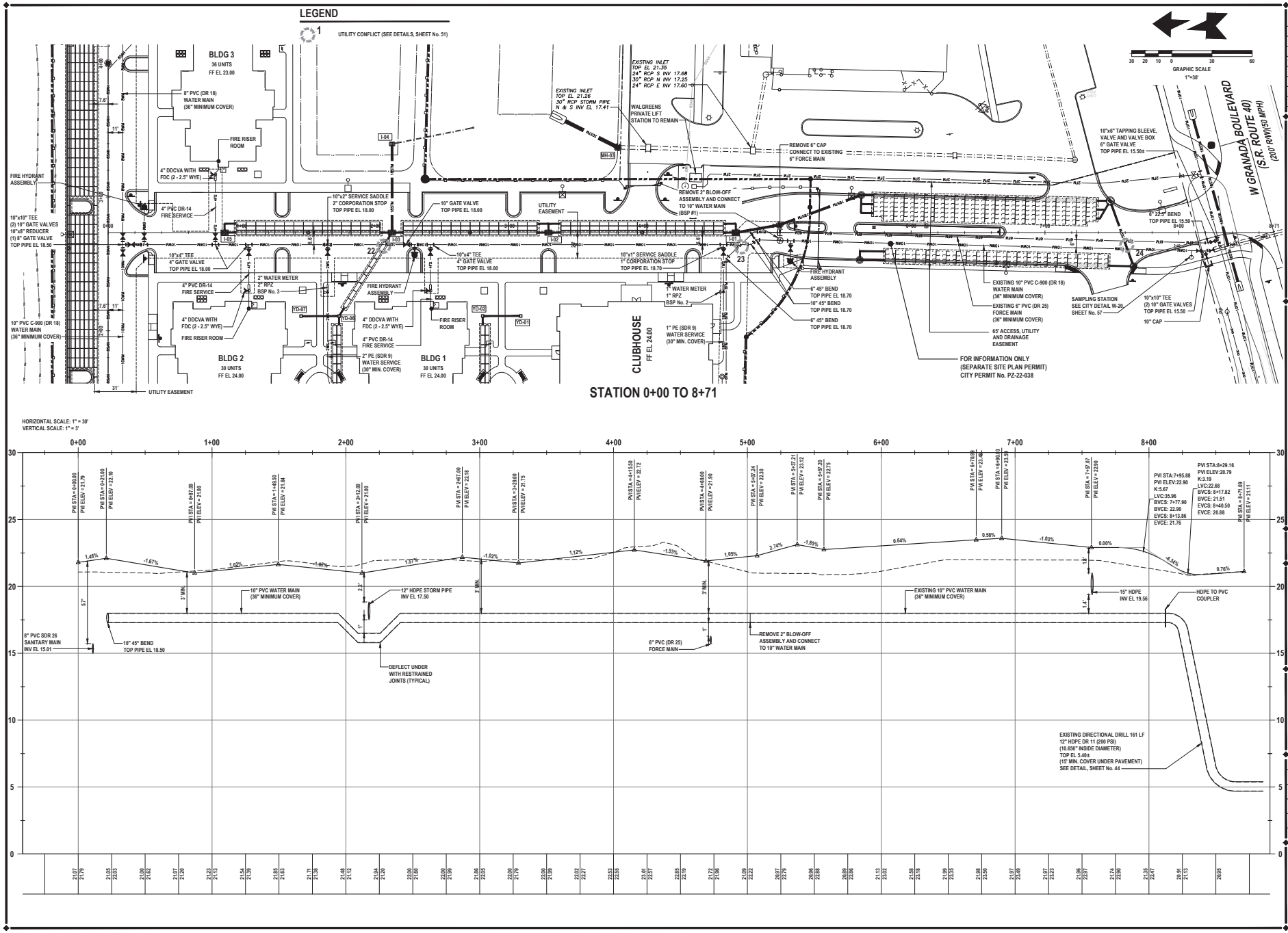
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

43



REVISIONS	
DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
3/29/23	CITY COMMENTS

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Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

PLAN AND PROFILE
STA. 0+00 - 8+71
TYMBER CREEK APARTMENTS
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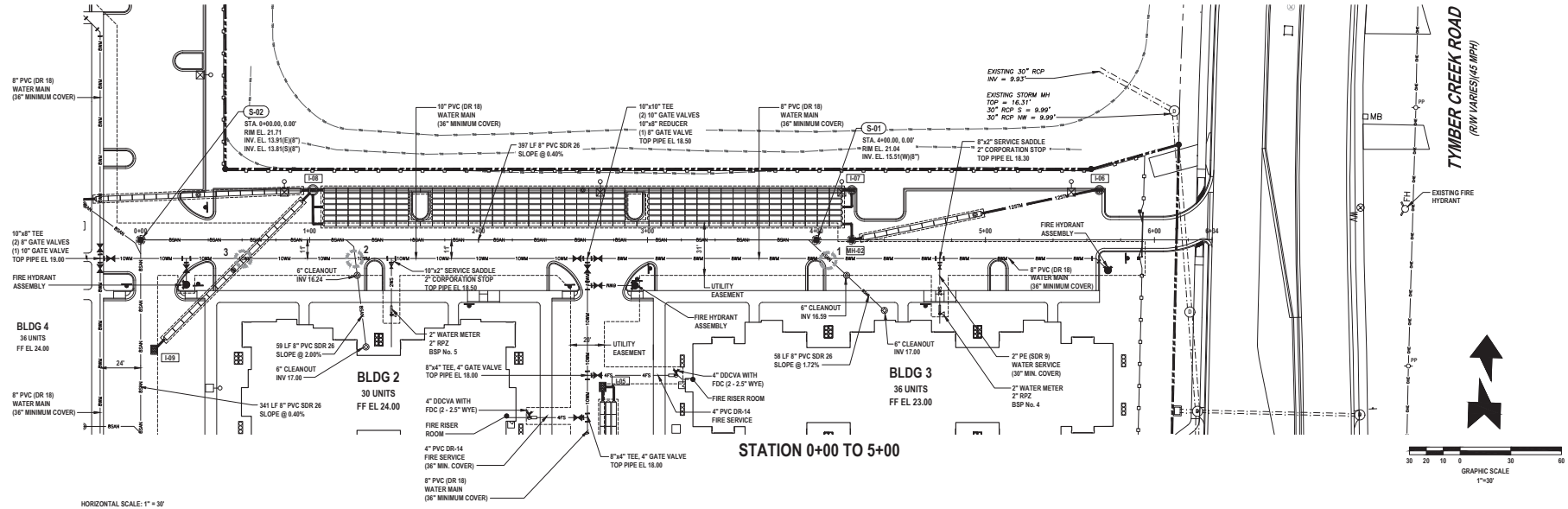
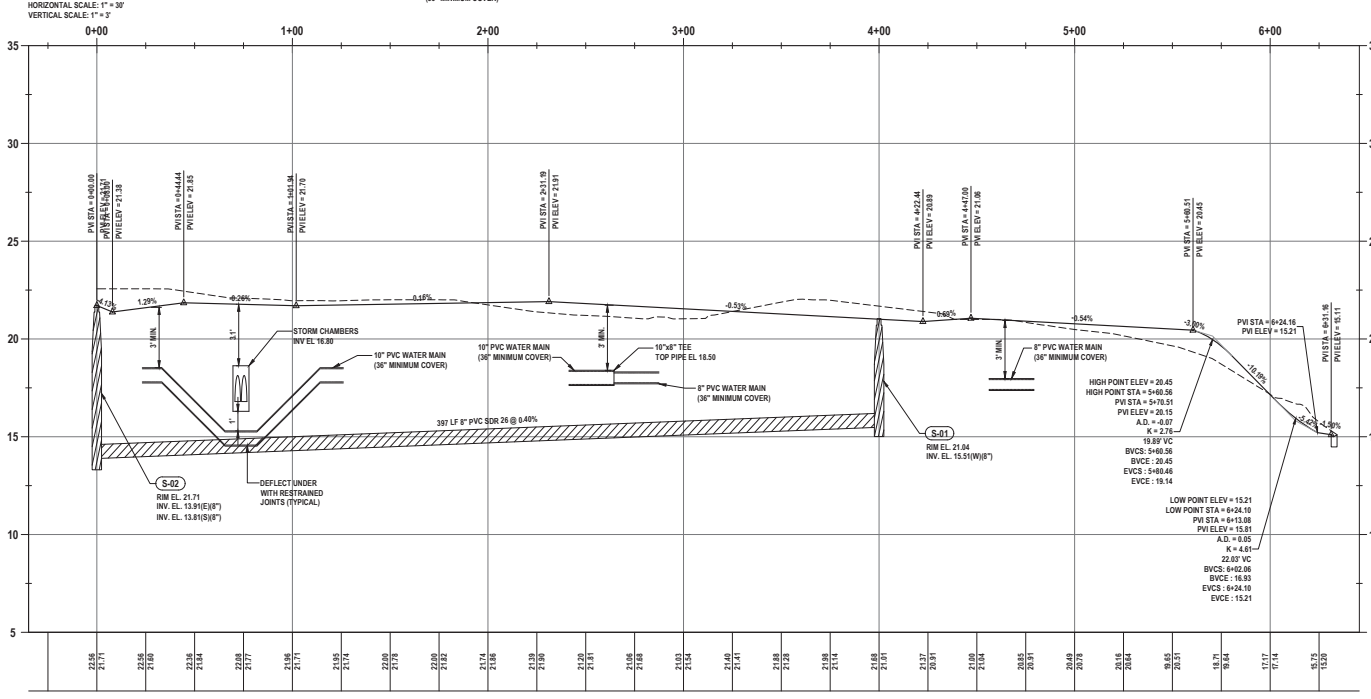
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

45





LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
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PLAN AND PROFILE STA. 0+00 - 5+00

TYMBER CREEK APARTMENTS

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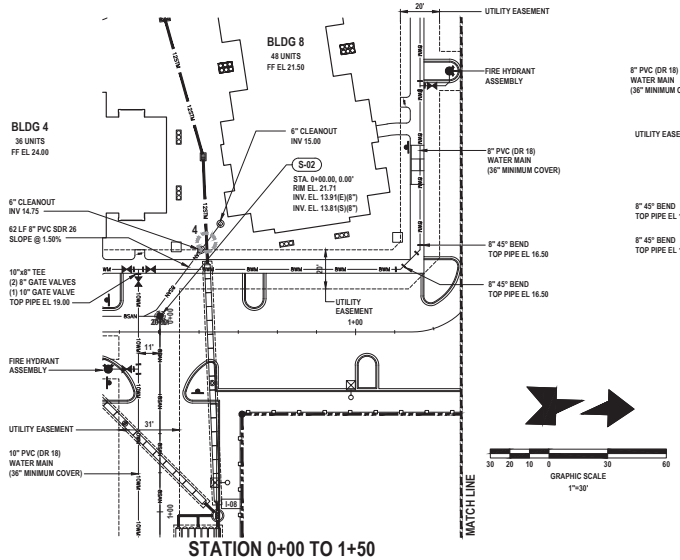
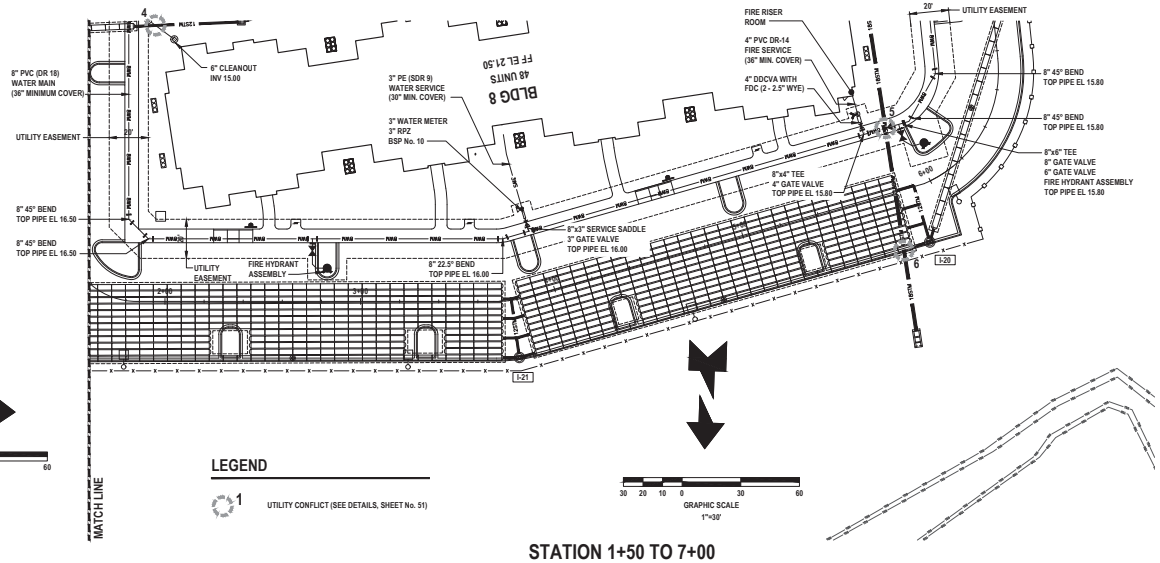
SCALE:	AS SHOWN

DRAWING NUMBER

46



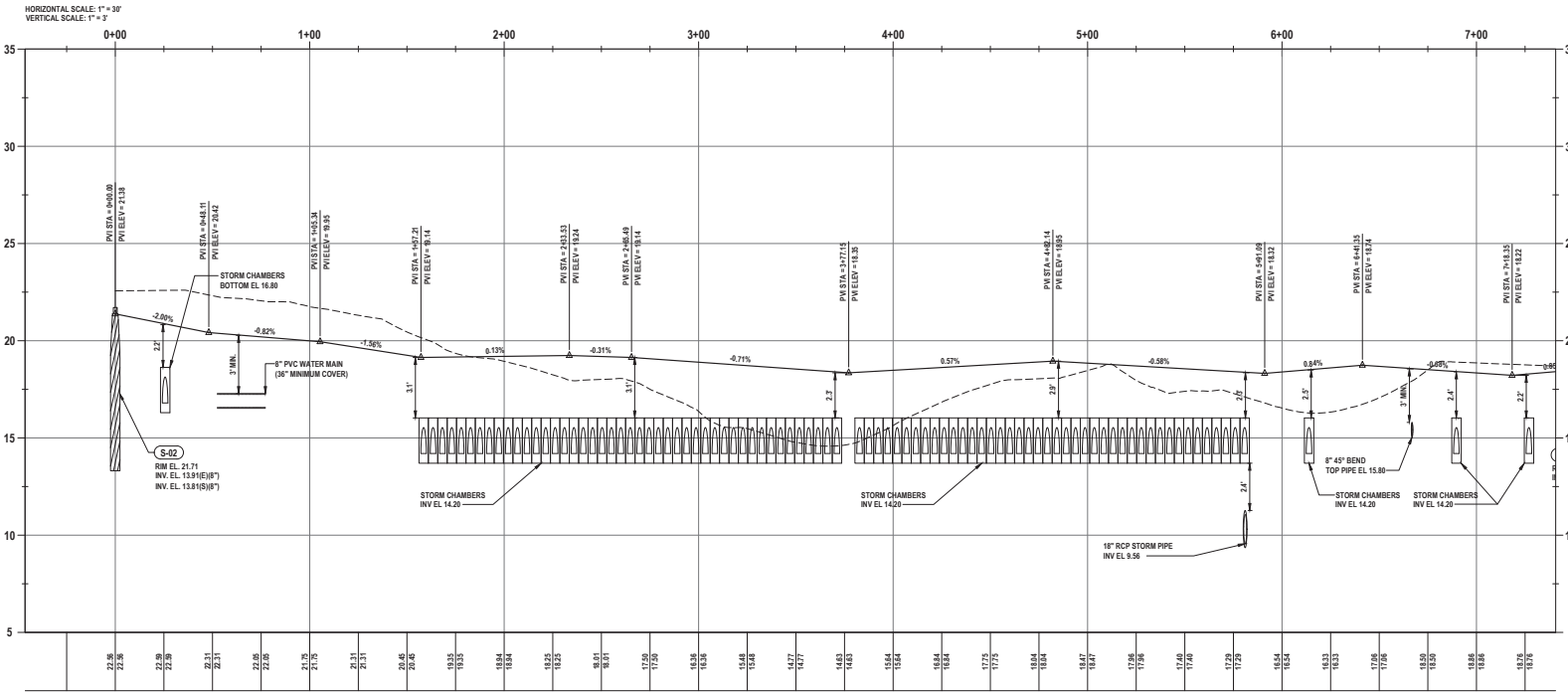
STATION 0+00 TO 1+50



STATION 1+50 TO 7+00

LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)



REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

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TYMBER CREEK APARTMENTS

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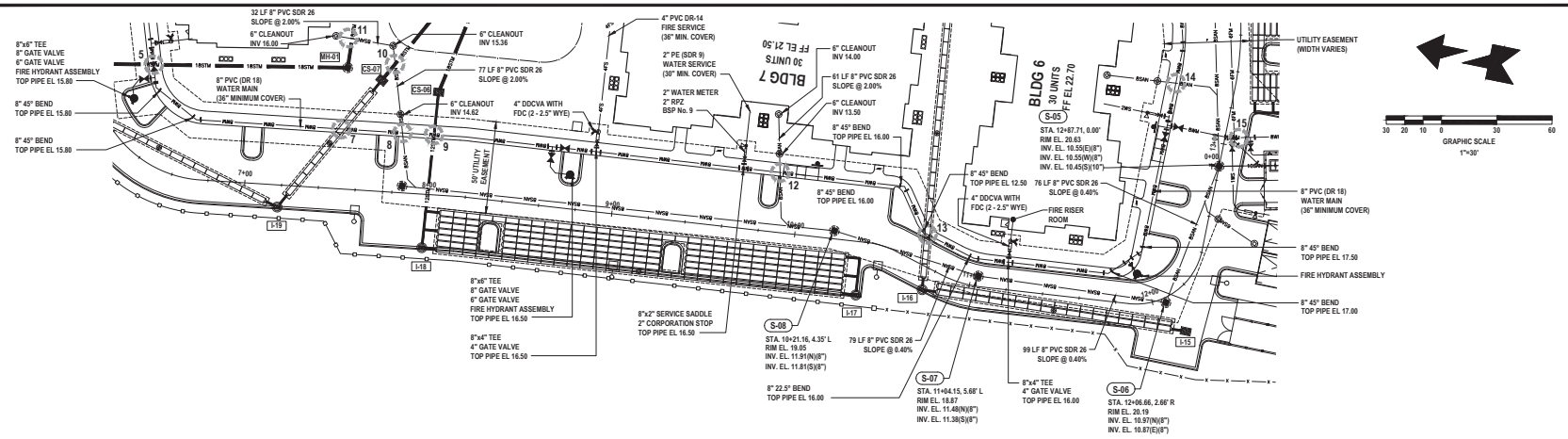
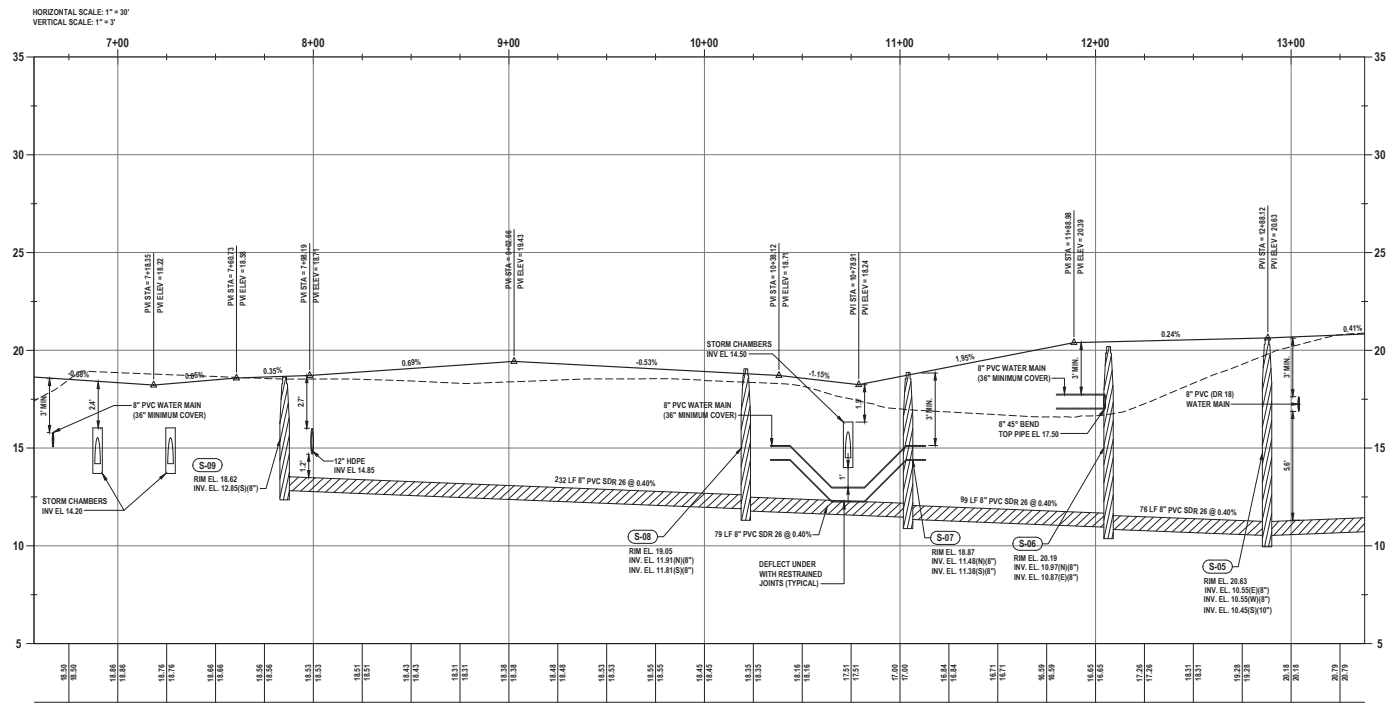
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

47



STATION 7+00 TO 13+00



LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

1230 North 1451, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

PLAN AND PROFILE STA. 7+00 - 13+00

TYMBER CREEK APARTMENTS

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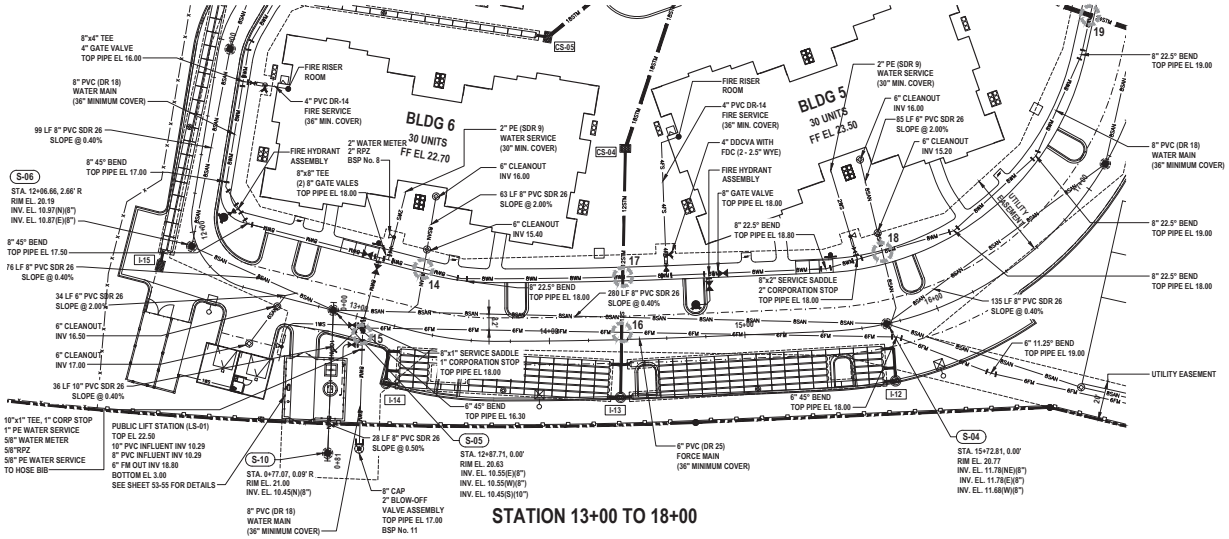
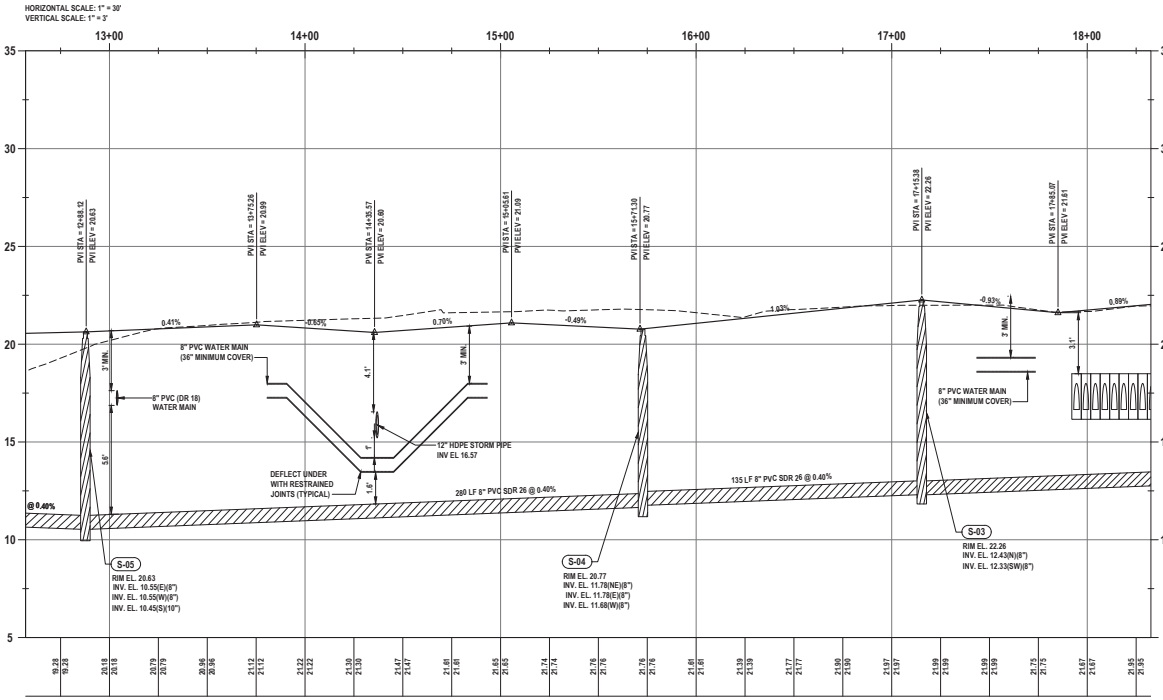
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

48



STATION 13+00 TO 18+00



LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
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Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

PLAN AND PROFILE
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TYMBER CREEK APARTMENTS

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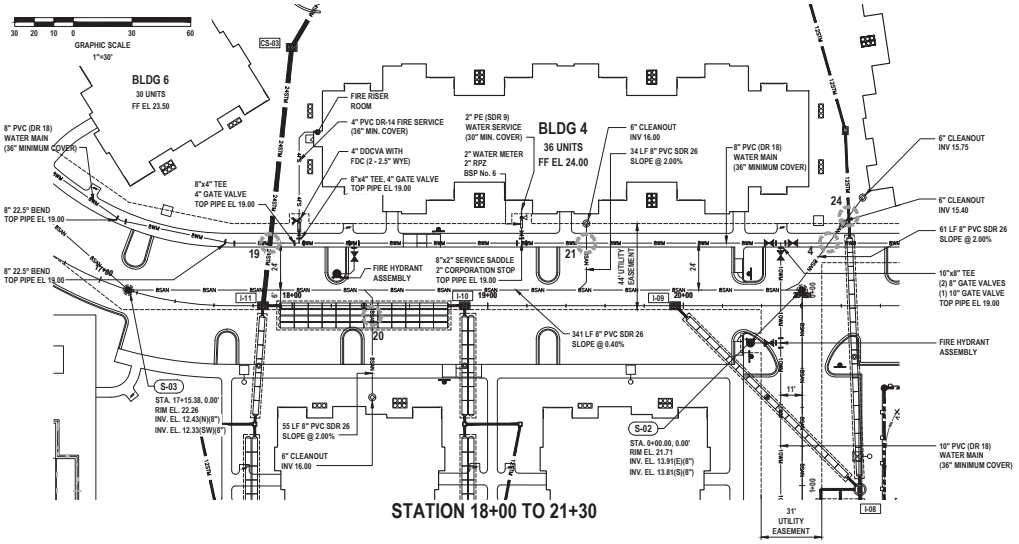
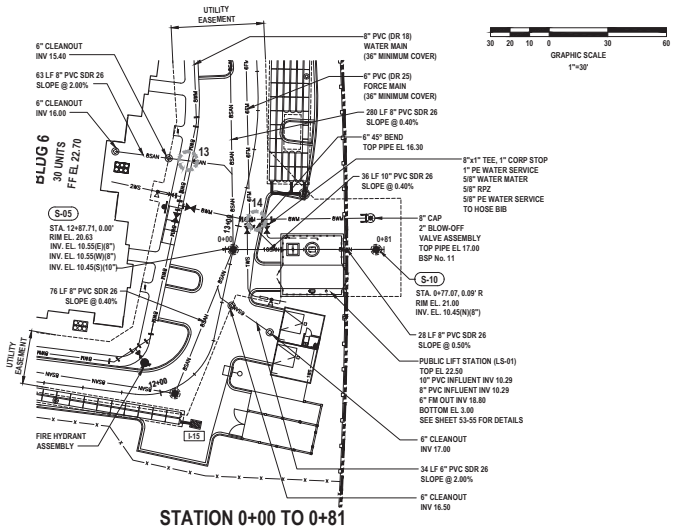
DRAWING NUMBER

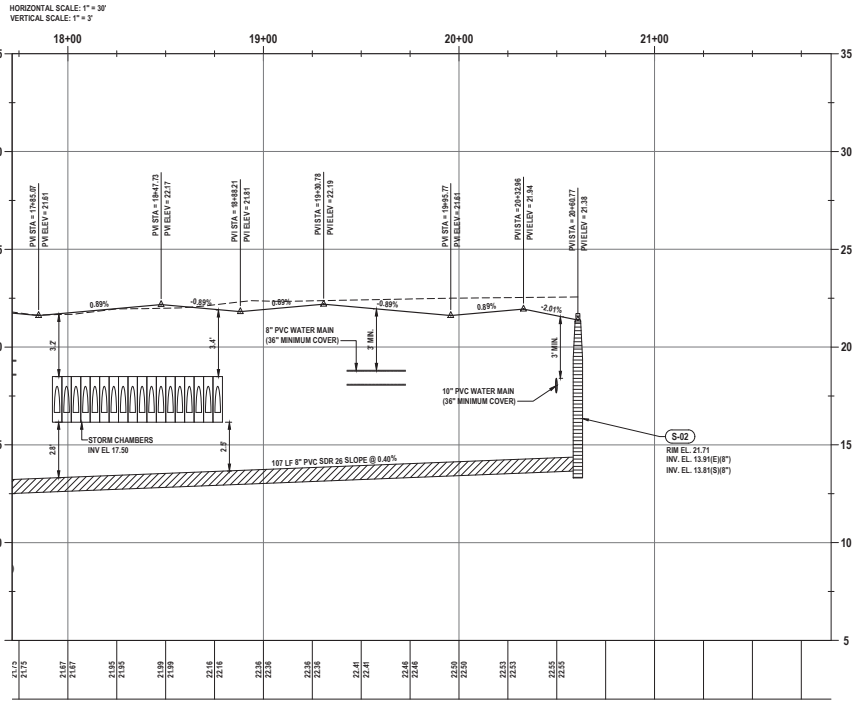
49



STATION 18+00 TO 21+30

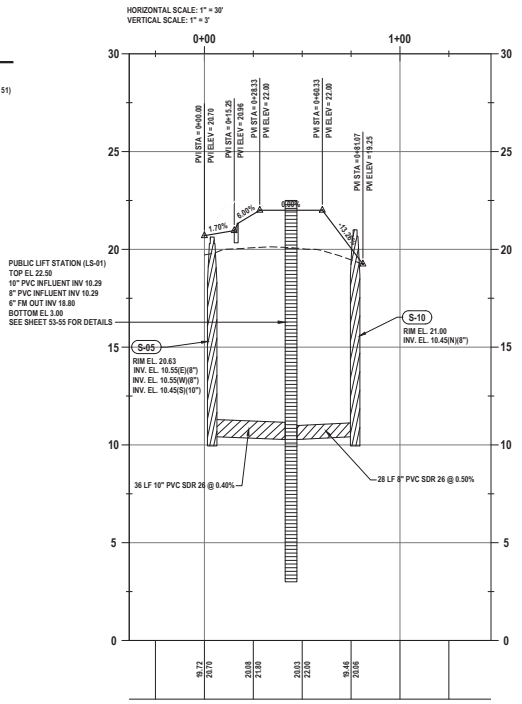


STATION 0+00 TO 0+81



LEGEND

1 UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)



REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK
3/29/23	CITY COMMENTS

1238 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

PLAN AND PROFILE STA. 18+00 - 21+30 AND 0+00 - 0+81

TYMBER CREEK APARTMENTS

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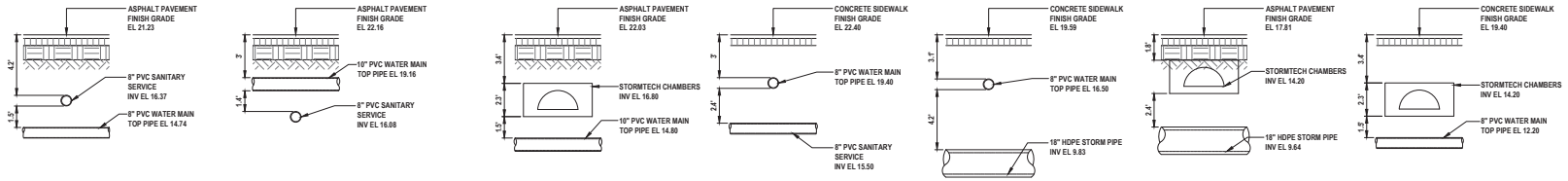
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

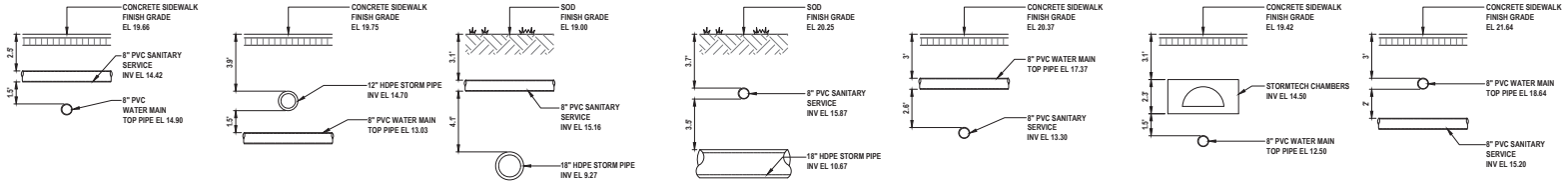
DRAWING NUMBER

50



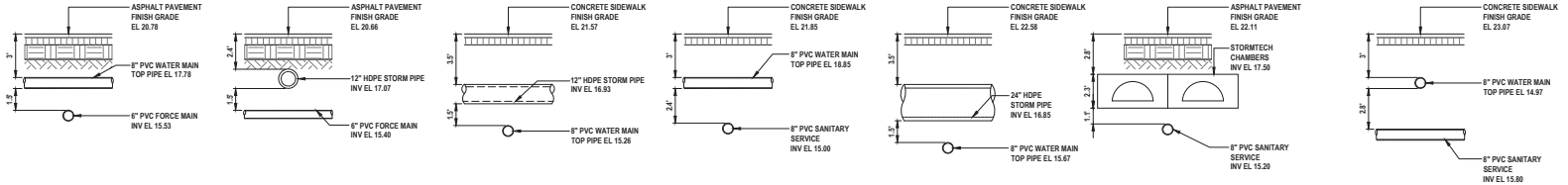
UTILITY CONFLICT DETAIL

NOT TO SCALE



UTILITY CONFLICT DETAIL

NOT TO SCALE



UTILITY CONFLICT DETAIL

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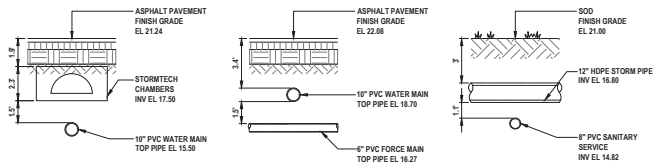

UTILITY CONFLICT DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
12/22/21	SJRWMD COMMENTS
4/7/22	TITLE BLOCK

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001684
2010
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC

UTILITY CONFLICT DETAILS

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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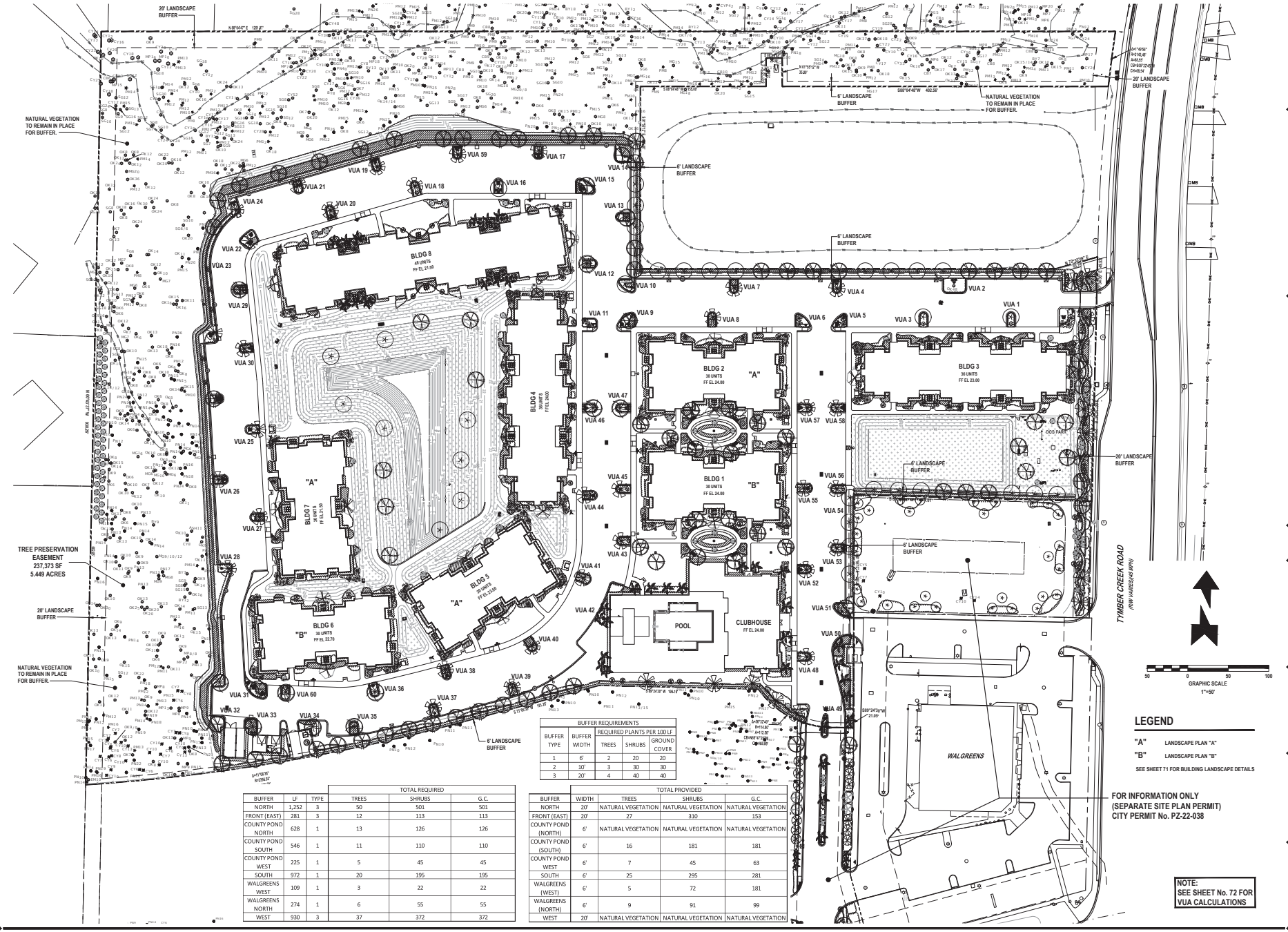
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

51



BUFFER REQUIREMENTS				
BUFFER TYPE	BUFFER WIDTH	REQUIRED PLANTS PER 100 LF		
		TREES	SHRUBS	GROUND COVER
1	6'	2	20	20
2	10'	3	30	30
3	20'	4	40	40

			TOTAL REQUIRED		
BUFFER	LF	TYPE	TREES	SHRUBS	G.C.
NORTH	1,252	3	50	501	501
FRONT (EAST)	281	3	12	113	113
COUNTY POND NORTH	628	1	13	126	126
COUNTY POND SOUTH	546	1	11	110	110
COUNTY POND WEST	225	1	5	45	45
SOUTH	972	1	20	195	195
WALGREENS WEST	109	1	3	22	22
WALGREENS NORTH	274	1	6	55	55
WEST	930	3	37	372	372

		TOTAL PROVIDED		
BUFFER	WIDTH	TREES	SHRUBS	G.C.
NORTH	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
FRONT (EAST)	20'	27	310	153
COUNTY POND (NORTH)	6'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
COUNTY POND (SOUTH)	6'	16	181	181
COUNTY POND WEST	6'	7	45	63
SOUTH	6'	25	295	281
WALGREENS (WEST)	6'	5	72	181
WALGREENS (NORTH)	6'	9	91	99
WEST	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

1230 North 1st, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL LANDSCAPE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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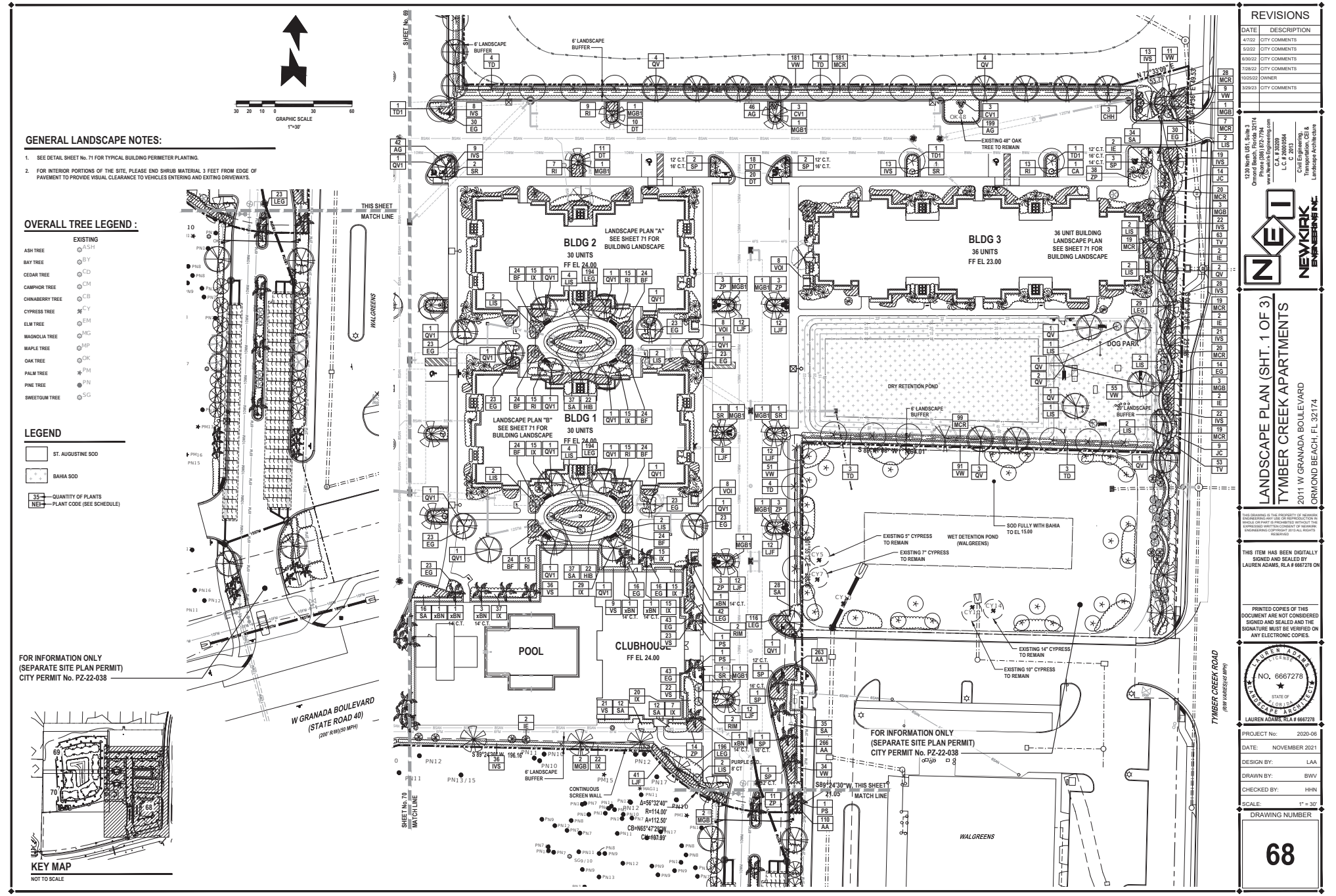
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

67



REVISIONS	
DATE	DESCRIPTION
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LANDSCAPE PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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PROJECT No:	2020-06
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DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

68

GENERAL LANDSCAPE NOTES:

1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 NEI — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)

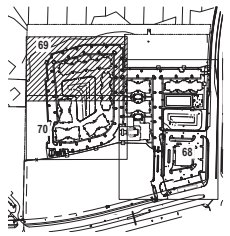
GRAPHIC SCALE
30 20 10 0 30 60
1"=30'

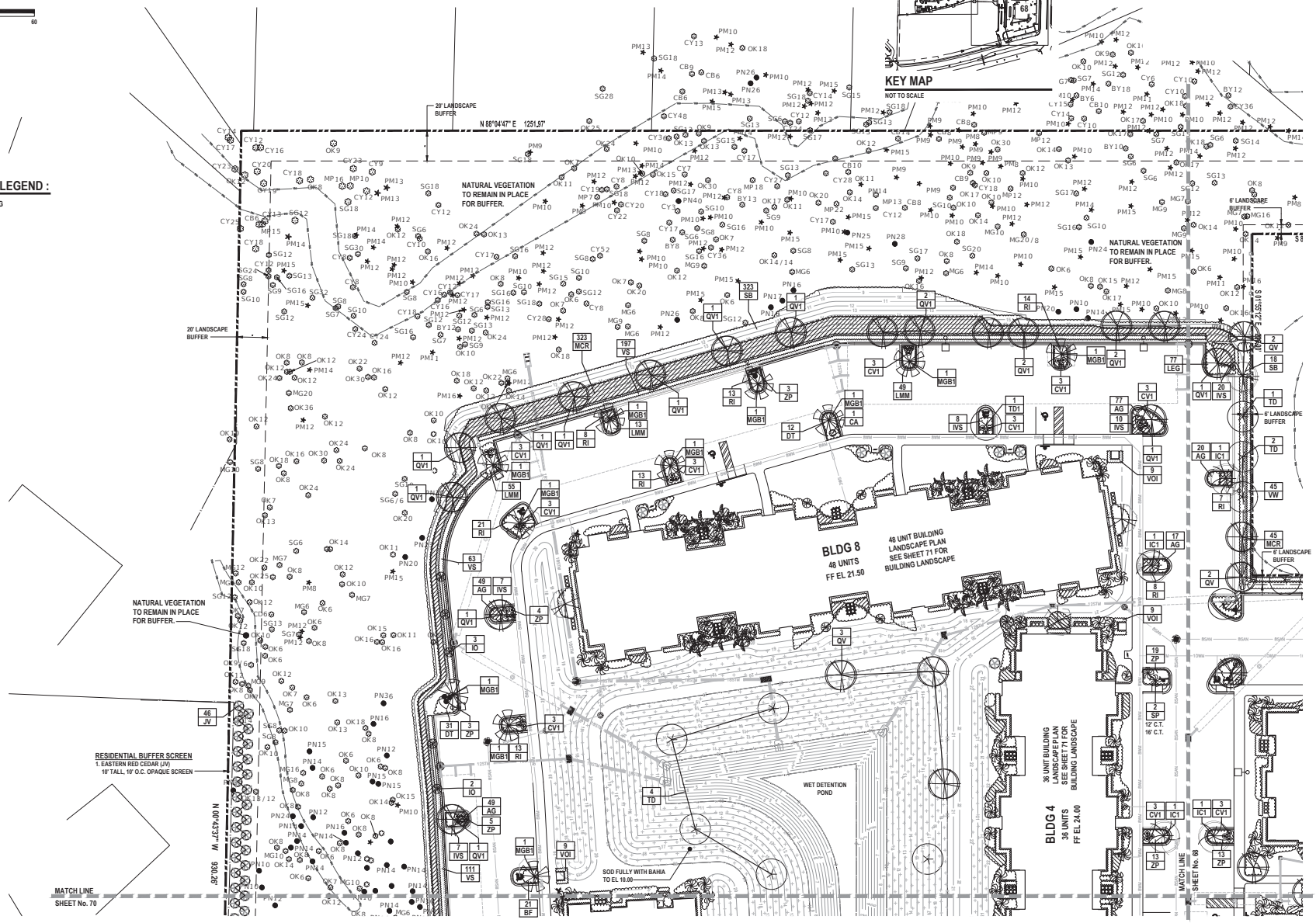
OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

KEY MAP

NOT TO SCALE





REVISIONS

DATE	DESCRIPTION
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7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

69

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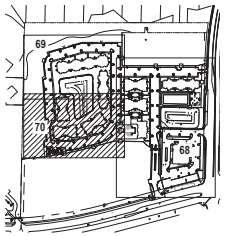
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

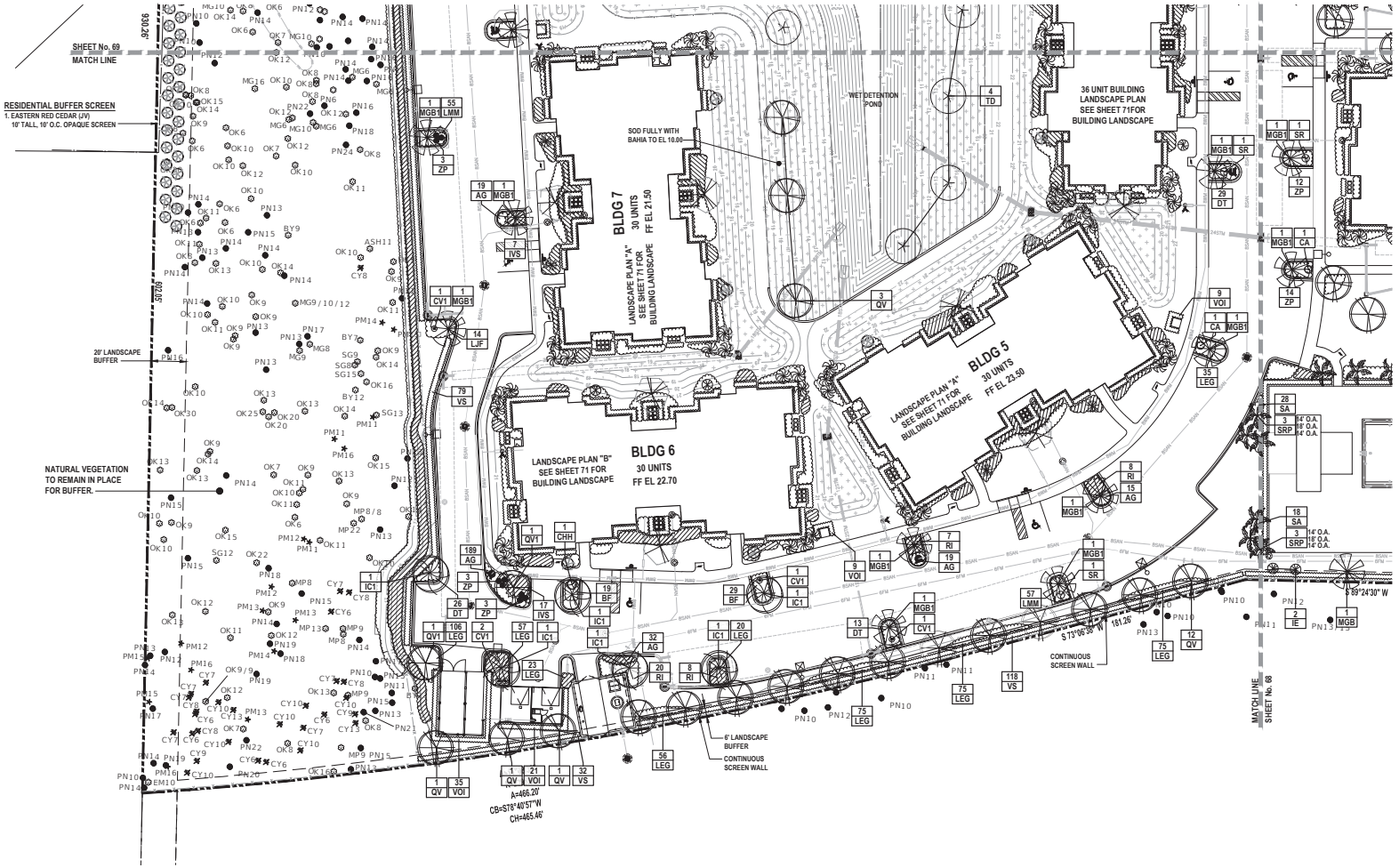
LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 / NEI — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)

GRAPHIC SCALE
30 20 10 0 30 60
1"=30'



KEY MAP
NOT TO SCALE



OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

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LANDSCAPE PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
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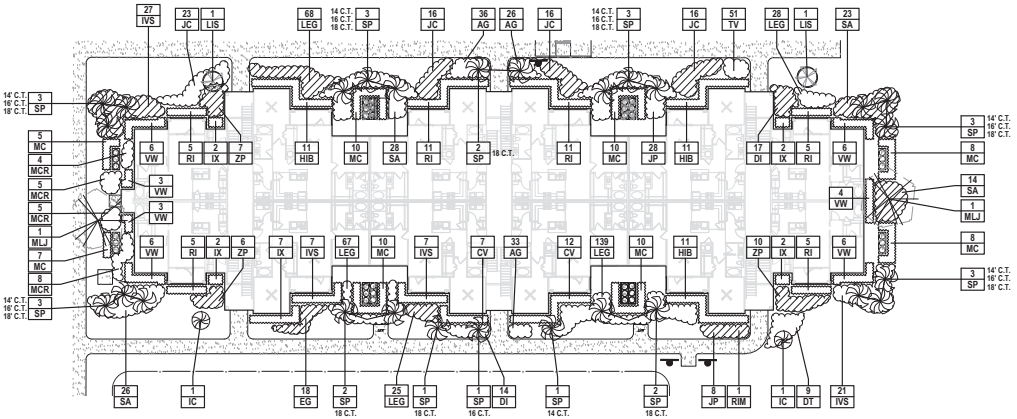
SCALE:	1" = 30'

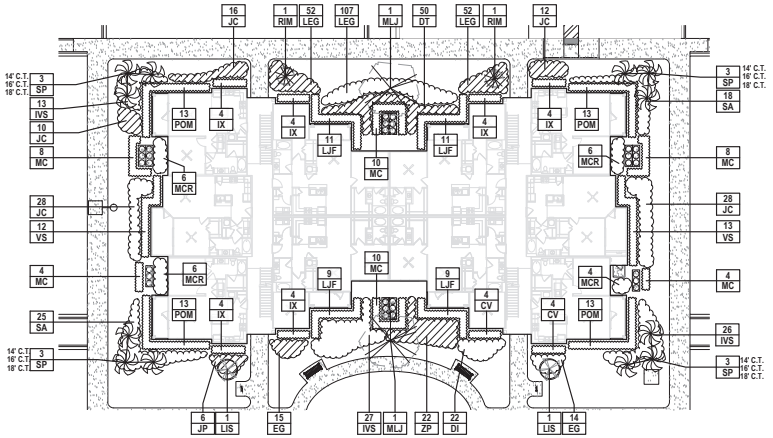
DRAWING NUMBER

70



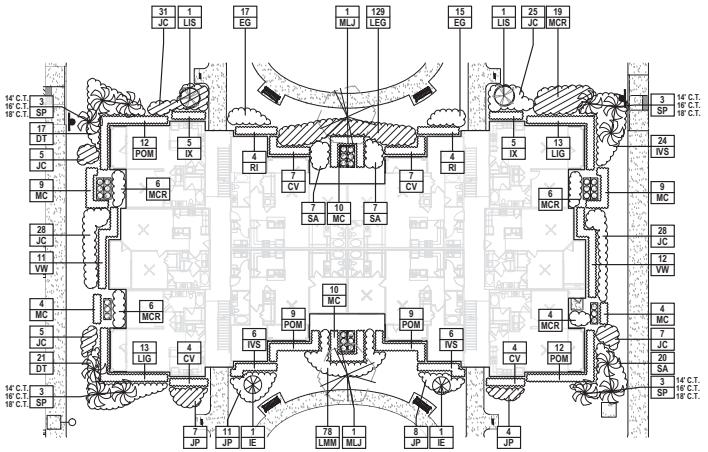
36 UNIT BUILDING LANDSCAPE PLAN (BUILDINGS #3 AND 4)

SCALE: 1" = 20'



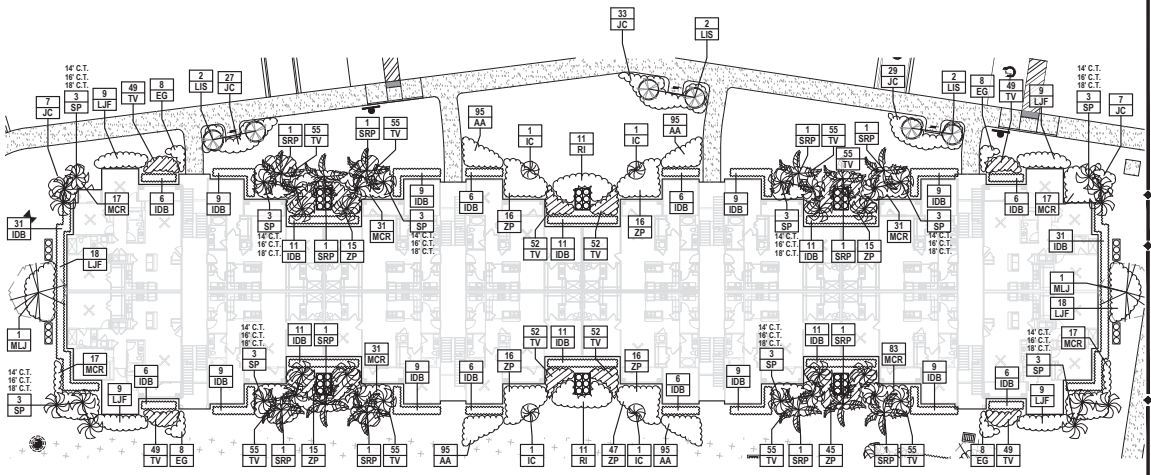
30 UNIT BUILDING LANDSCAPE PLAN "A" (BUILDINGS #2, 5 AND 7)

SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE "B" PLAN (BUILDINGS #1 AND 6)

SCALE: 1" = 20'



48 UNIT BUILDING LANDSCAPE PLAN (BUILDING #8)

SCALE: 1" = 20'

NOTE:
WHERE TYPICAL BUILDING TREE LOCATIONS RESULT IN CONFLICTS WITH UNDERGROUND UTILITY LINES, ADJUST TREE TO AT LEAST 5 FEET FROM ANY SUCH LINE (SEE SHEETS 67, 68 AND 69)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
3/29/23	CITY COMMENTS

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LANDSCAPE PLAN - TYPICAL BUILDING TYPES 1, 2A, 2B AND 3

TYMBER CREEK APARTMENTS

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LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
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DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

71

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE TO FLORIDA
CANOPY TREES AND PALMS					YES/NO
JV	46	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	10' HGT., 2.5" CAL. @ 6"	YES
MGB	12	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
MGB1	32	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
MLJ	16	MAGNOLIA GRANDIFLORA	LITTLE GEM	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
PS	3	PHOENIX SYLVESTRIS	SILVER DATE PALM	10' CT., FULL	NO
QV	44	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
QV1	37	QUERCUS VIRGINIANA	LIVE OAK	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
SP	157	SABAL PALMETTO	CABBAGE PALM	SEE PLAN, 2-12', 2-14', 2-16'	YES
SRP	18	SYAGRUS ROMANZOFFIANA	QUEEN PALM	SEE PLAN	NO
TD	29	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
xBN	9	x BUTIAGRUS NABONNANDII	MULE PALM	SEE PLAN	NO
SUBTOTAL	407				377 Y / 30 N
UNDERSTORY TREES					
IC	8	ILEX CASSINE	DAHOON HOLLY	10' HGT., 2.5" CAL. @ 6"	YES
IC1	10	ILEX CASSINE	DAHOON HOLLY	12' - 14' HGT., 3.5" CAL. @ 6"	YES
IE	16	ILEX ATTENUATA	EAGLESTON HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
IO	5	ILEX x NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
LIS	50	LAGERSTROEMIA INDICA (MUSKOGEE)	PURPLE CRAPE MYRTLE TREE STD.	10' HGT., 6'-7' CT, 2.5" CAL. @ 6"	NO
RIM	12	RHAPHIOLEPIS MAJESTIC BEAUTY	MAJESTIC BEAUTY STD.	5' - 6' HGT., FULL	NO
SUBTOTAL	101				39 Y / 62 N
SHRUBS / POINT PLANTS					
CA	4	CRINUM AUGUSTUM	QUEEN EMMA	15 GAL., 4' HGT., SPECIMEN	NO
CHH	4	CHAMAEDOREA HUMILIS	EUROPEAN FAN PALM	7 GAL., 24"- 30" HGT., 5 - 7 STOCKS	NO
CV	106	CODIAEUM 'GOLD DUST'	YELLOW/GREEN CROTONS	3 GAL., 16"- 18" HGT., FULL, 36" O.C.	NO
CV1	41	CODIAEUM 'MAMMEY'	YELLOW/GREEN CROTONS	7 GAL., 20"- 24" HGT., FULL, 36" O.C.	NO
HIB	110	HIBISCUS SSP.	RED HIBISCUS	3 GAL., 18" HGT., FULL, 36" O.C.	NO
IDB	248	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	3 GAL., 24" HGT., 36" O.C.	YES
IVS	661	ILEX VOMITORIA NANA	DWARF YOUPON	3 GAL., 16" HGT., FULL, 36" O.C.	YES
IX	327	IXORA SSP.	RED IXORA	3 GAL., 16" HGT., FULL, 36" O.C.	NO
JP	150	JUNIPERUS CHINENSIS	PARSONI JUNIPER	1 GAL., 12"- 14" SPR, FULL, 36" O.C.	NO
LIG	52	LIGUSTRUM JAPONICUM	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LJF	327	LIGUSTRUM SSP.	JACK FROST LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LMM	385	LIRIOPE VAR	VAR. LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
MC	360	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 24" HGT., FULL, 36" O.C.	YES
MCR	1216	MUHLENBERFIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.	YES
POM	240	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 30" HGT., FULL, 24" O.C.	NO
RI	351	PHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 18" HGT., FULL 36" O.C.	NO
SA	636	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	10 GAL., 48" HGT., FULL	NO
VO1	125	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL., 24"- 30" HGT., FULL, 36" O.C.	NO
VS	786	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
VW	591	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES
ZP	483	ZAMIA PUMILA	COONTIE	3 GAL., 14" HGT., FULL, 36" O.C.	YES
SUBTOTAL	7212				3559 Y / 3653 N
GROUND COVER (G.C.)					
AA	1019	AGAPANTHUS AFRICANUS	AFRICAN LILLY	1 GAL., 12" HGT., FULL, 12" O.C	NO
AG	963	ARACHIS GLABRATA	PERENNIAL PEANUT	4" POTS, 2"- 3" HGT., 12" O.C.	YES
BF	261	BULBINE FRUTESCENS	DESERT CANDLES	1 GAL., 10"-12" HGT., 7-9 BIBS, 24" O.C.	NO
DI	128	DIETES IRIDIOIDES	WHITE AFRICAN IRIS	1 GAL., 20" HGT., 24" O.C.	NO
DT	414	DIANELLA TASMANICA (VARIEGATA CULTIVAR)	BLUEBERRY FLAX LILLY 'VARIEGATED'	1 GAL., 12" HGT., FULL, 24" O.C.	NO
EG	595	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12" SPR., FULL, 24" O.C.	NO
JC	808	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., FULL, 30" O.C.	NO
LEG	2938	LIRIOPE MUSCARI	GIANT EVERGREEN LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
SB	341	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 24" HGT., 36" O.C.	YES
TV	1062	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" HGT., 12" O.C.	NO
SUBTOTAL	8529				1304 Y / 7225 N
TOTAL	16249				

NOTE:

1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 3" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 5' DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED. (PULL MULCH 6" BACK FROM TRUNK)
3. DO NOT CHANGE PLANT MATERIAL WITHOUT WRITTEN PERMISSION FROM THE CITY OF ORMOND BEACH.

TREE CALCULATIONS:

SITE TREE REQUIRMENTS	
SITE AREA	854,635
1 TREE PER 1500 SF =	570
LANDSCAPE AREA	490,846
527,199 SF - 36,353 SF =	1227
1 TREE PER 400 SF =	
TREES REQUIRED	1852
MITIGATION FOR PROTECTED TREES	625
MITIGATION FOR SPECIMEN TREES CREDIT	-175

EXISTING TREES	
PALM TREE (3:1) 173	58
ASH TREE	1
BAY TREE	7
CEDAR TREE	1
CHINABERRY TREE	11
CYPRESS TREE	38
ELM TREE	1
MAGNOLIA TREE	31
MAPLE TREE	19
OAK TREE	157
PINE TREE	106
SWEETGUM TREE	89
TOTAL	519

EXISTING SPECIMEN TREES	
TREES	216
(SEE SHEET S1.1)	

TOTAL EXISTING TREES	735

PROPOSED TREES	
SABAL PALMS (3:1) 157	52
MAGNOLIA (2.5")	12
MAGNOLIA (3.5") 32x2	64
LITTLE GEM (2.5")	16
SILVER DATE PALM (1:1)	3
LIVE OAK (2.5")	44
LIVE OAK (3.5") 37x2	74
BALD CYPRESS (2.5")	29
BALD CYPRESS (3.5") 4x2	8
MULE PALM (3:1) 9	3
DAHOON HOLLY (2.5")	8
DAHOON HOLLY (3.5") 10x2	20
EAGLESTON HOLLY (2.5")	16
QUEEN PALM (3:1) 18	6
NELLIE HOLLY (2.5")	5
CRAPE MYRTLE (2.5")	50
EASTERN RED CEDAR (2.5")	46
TOTAL	456

MINIMUM VUA REQUIREMENTS
REQUIRED: 10%
161,047 SF x 0.1 = 16,105 SF

VUA ISLANDS

NUMBER	AREA (SF)	NUMBER	AREA (SF)	NUMBER	AREA (SF)
1	165	23	1031	45	165
2	488	24	175	46	165
3	165	25	165	47	165
4	165	26	165	48	165
5	188	27	165	49	238
6	204	28	165	50	1705
7	165	29	165	51	332
8	165	30	165	52	165
9	262	31	407	53	165
10	233	32	250	54	781
11	182	33	238	55	165
12	165	34	338	56	165
13	165	35	165	57	165
14	397	36	165	58	165
15	301	37	165	59	165
16	165	38	165	60	165
17	165	39	165	TOTAL	15337
18	165	40	165		
19	165	41	165		
20	165	42	695		
21	165	43	165		
22	292	44	165		

SEE SHEET 67 FOR VUA LOCATIONS

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

TOTAL AMOUNT OF TREES PROVIDED	
SITE TREE REQUIREMENTS	1,227
TREE MITIGATION FOR PROTECTED TREES	625
TREE MITIGATION FOR SPECIMEN TREES	-175
TOTAL TREES REQUIRED	1,852
EXISTING TREES (6" CALIPER & LARGER)	735
EXISTING TREES (2" to 5" CALIPER) WITHIN TPA	549
PROPOSED TREES	456
TOTAL TREES PROVIDED	**1,740**

MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 175 TREES USED FOR PROTECTED TREES.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
9. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
10. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
11. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
12. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
13. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
14. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
15. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
24. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
26. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3" OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
27. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
28. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
29. PER SECTION 11.01.02.B.4 OF THE LAND DEVELOPMENT CODE, ANY EXPANSION PROJECT SHALL INCLUDE REPLACING PREVIOUSLY PLANTED REQUIRED LANDSCAPING AND REPAIR OF EXISTING IRRIGATION THAT HAS BEEN DAMAGED OR DIED. AS-BUILTS ARE AVAILABLE FROM THE CITY.

REVISIONS

DATE	DESCRIPTION
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER
11/28/22	CITY COMMENTS
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
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LANDSCAPE DETAILS AND NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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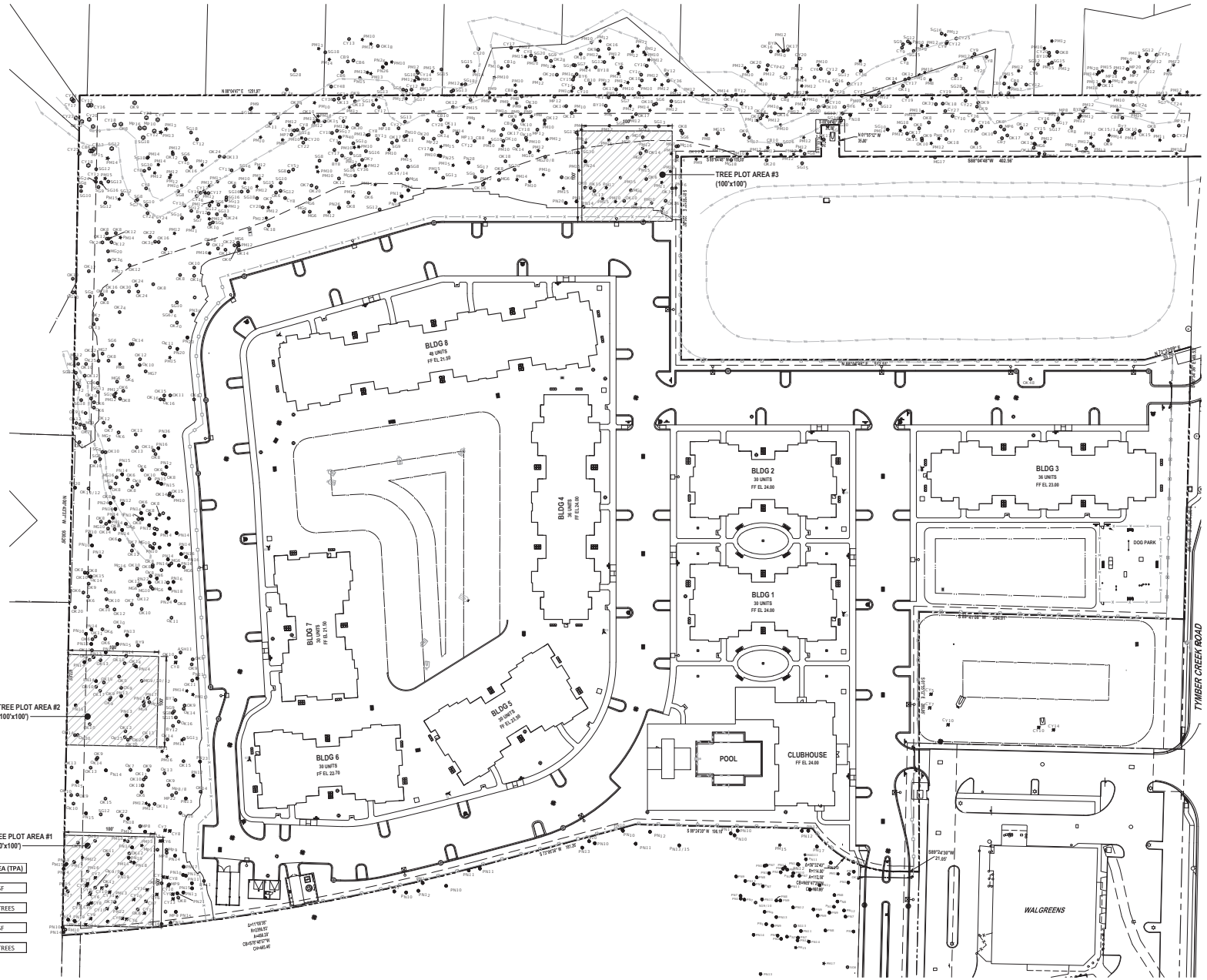
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

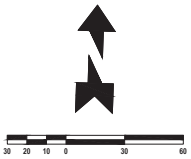
LAUREN ADAMS, RLA # 6667278

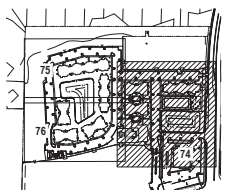
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

72


N 88°04'47" E 1291.37'
TREE PLOT AREA #3
(100'x100')
TREE PLOT AREA #2
(100'x100')
TREE PLOT AREA #1
(100'x100')
BLDG 8
40 UNITS
FF EL 21.50
BLDG 7
30 UNITS
FF EL 21.50
BLDG 6
30 UNITS
FF EL 22.70
BLDG 5
30 UNITS
FF EL 23.50
BLDG 4
30 UNITS
FF EL 24.00
BLDG 2
30 UNITS
FF EL 24.00
BLDG 1
30 UNITS
FF EL 24.00
BLDG 3
36 UNITS
FF EL 23.00
CLUBHOUSE
FF EL 24.00
POOL
DOG PARK
WALGREENS
TYMBER CREEK BOAD
(R/W VARIES)(45 MPH)
S 88°04'48" W 402.50'
S 88°24'39" W 196.14'
S 88°24'39" W 196.14'
S 88°24'39" W 21.65'
S 1°35'21" E 235.01'
S 1°35'21" E 235.01'
N 1°35'21" W 235.01'
N 1°35'21" W 235.01'
N 88°04'48" E 402.50'
N 88°04'48" E 402.50'
S 1°35'21" E 235.01'
S 1°35'21" E 235.01'
N 1°35'21" W 235.01'
N 1°35'21" W 235.01





KEY MAP
NOT TO SCALE

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	By
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	Cy
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

EXISTING TREE (No. INDICATES SIZE)

TREE TO BE REMOVED

CITY OF ORMOND BEACH TREE MITIGATION:

PROTECTED TREE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERVIOUS CONSTRUCTION	585 trees
2 REMAINDER OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION	332 trees
3 CALCULATE PRESERVED TREE DENSITY. DIVIDE PRESERVED PROTECTED TREES BY TOTAL AREA 622 TREES / 19.62 ACRES =	31.7 trees/ac.
TREE DENSITY LESS THAN 50 TREES/ACRE, PROCEED TO STEP #4 OR TREE TREE DENSITY MORE THAN 50 TREES/ACRE, PROCEED TO STEP #5	
4 ENTER NUMBER OF TREES FROM LINE #1 585 / 2	293 trees
ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	332 trees
PROTECTED TREE MITIGATION TOTAL	625 trees

PROPOSED TREE CREDITS ABOVE MINIMUM	
TOTAL MITIGATION REQUIRED	trees

SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	398
SITE AREA (AC)	19.62
SPECIMEN TREES PER ACRE	20.29
PRESERVED TREES REQUIRED (4 PER ACRE)	78
SPECIMEN TREES PRESERVED	216

MITIGATION TOTAL	288
CREDIT TOTAL	463
4.5" TREES REQ.	-175

SUMMARY	
PROTECTED TREE MITIGATION	
TOTAL 2.5" TREES REQUIRED	625
(216) SPECIMEN TREES (3 TREE CREDITS)	648
625 REQUIRED MITIGATION - 648 CREDITS	23

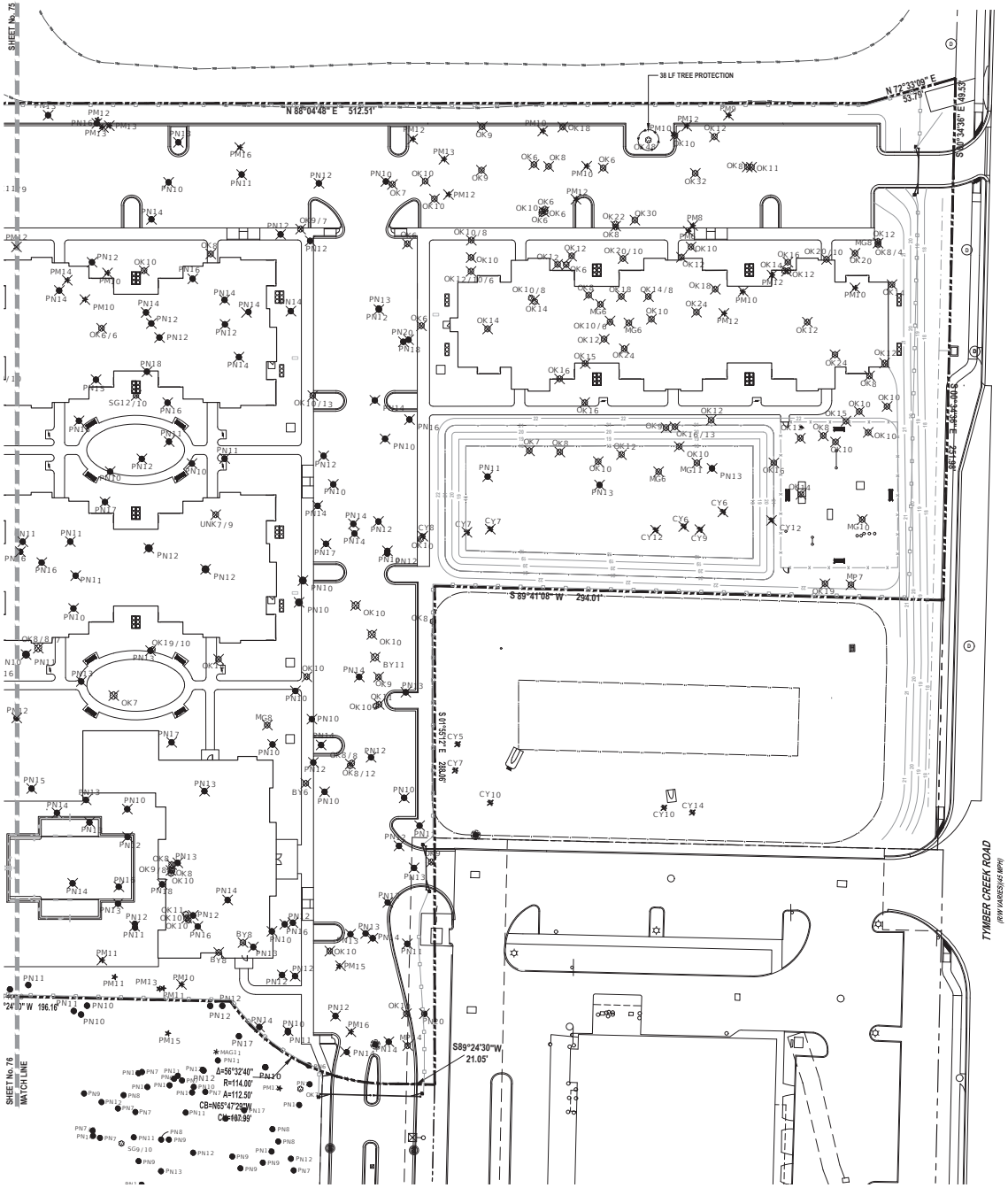
MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 23 TREES USED FOR PROTECTED TREES.

SPECIMEN TREES TO BE SAVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	CYPRESS	7	1	7	$307.00	$2,149.00
12	OAK	30	1	30	$307.00	$9,210.00
12	MAGNOLIA	2	1	2	$307.00	$614.00
12	BAY	2	1	2	$307.00	$614.00
13	BAY	1	1	1	$360.00	$360.00
13	OAK	20	1	20	$360.00	$7,200.00
13	CYPRESS	4	1	4	$360.00	$1,440.00
14	OAK	21	1	21	$418.00	$8,778.00
15	OAK	11	2	22	$480.00	$5,280.00
15	CYPRESS	1	2	2	$480.00	$480.00
15	MAGNOLIA	1	2	2	$480.00	$480.00
16	OAK	10	2	20	$546.00	$5,460.00
16	MAGNOLIA	3	2	6	$546.00	$1,638.00
16	CYPRESS	5	2	10	$546.00	$2,730.00
17	CYPRESS	7	2	14	$616.00	$4,312.00
17	OAK	7	2	14	$616.00	$4,312.00
18	MAPLE	1	2	2	$690.00	$690.00
18	OAK	8	2	16	$690.00	$5,520.00
18	SWEETGUM	7	2	14	$690.00	$4,830.00
18	MAGNOLIA	1	2	2	$690.00	$690.00
18	CYPRESS	5	2	10	$690.00	$3,450.00
19	CYPRESS	4	2	8	$769.00	$3,076.00
20	OAK	5	2	10	$853.00	$4,265.00
20	SWEETGUM	2	2	4	$853.00	$1,706.00
20	MAGNOLIA	2	2	4	$853.00	$1,706.00
20	CYPRESS	3	2	6	$853.00	$2,559.00
22	OAK	4	3	12	$1,032.00	$4,128.00
22	MAPLE	2	3	6	$1,032.00	$2,064.00
22	CYPRESS	2	3	6	$1,032.00	$2,064.00
23	CYPRESS	1	3	3	$1,120.00	$1,120.00
24	OAK	7	3	21	$1,220.00	$8,540.00
24	SWEETGUM	1	3	3	$1,220.00	$1,220.00
24	CYPRESS	4	3	12	$1,220.00	$4,880.00
25	CYPRESS	1	4	4	$1,332.00	$1,332.00
25	OAK	2	4	8	$1,332.00	$2,664.00
26	SWEETGUM	1	4	4	$1,441.00	$1,441.00
26	CYPRESS	2	4	8	$1,441.00	$2,882.00
27	CYPRESS	2	4	8	$1,554.00	$3,108.00
28	CYPRESS	1	4	4	$1,671.00	$1,671.00
28	SWEETGUM	1	4	4	$1,671.00	$1,671.00
30	SWEETGUM	1	5	5	$1,919.00	$1,919.00
30	OAK	5	5	25	$1,919.00	$9,595.00
32	SWEETGUM	1	6	6	$2,183.00	$2,183.00
33	CYPRESS	1	6	6	$2,308.00	$2,308.00
36	OAK	1	7	7	$2,763.00	$2,763.00
36	CYPRESS	2	7	14	$2,763.00	$5,526.00
37	OAK	1	7	7	$2,902.00	$2,902.00
48	OAK	1	12	12	$4,911.00	$4,911.00
48	CYPRESS	1	12	12	$4,911.00	$4,911.00
52	CYPRESS	1	13	13	$5,731.00	$5,731.00
TOTAL		216	SPECIMEN TREE CREDIT TOTAL	463		$165,083.00

SPECIMEN TREES TO BE REMOVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	OAK	39	1	39	$307.00	$11,973.00
12	BAY	2	1	2	$307.00	$614.00
12	CYPRESS	2	1	2	$307.00	$614.00
13	CYPRESS	1	1	1	$360.00	$360.00
13	OAK	14	1	14	$360.00	$5,040.00
14	BAY	1	1	1	$418.00	$418.00
14	OAK	35	1	35	$418.00	$14,630.00
14	MAGNOLIA	1	1	1	$418.00	$418.00
14	BAY	1	1	1	$418.00	$418.00
15	OAK	10	2	20	$480.00	$4,800.00
16	OAK	19	2	38	$546.00	$10,374.00
17	OAK	3	2	6	$616.00	$1,848.00
18	OAK	11	2	22	$690.00	$7,590.00
19	OAK	4	2	8	$769.00	$3,076.00
20	OAK	12	2	24	$853.00	$10,236.00
21	OAK	3	3	9	$940.00	$2,820.00
22	OAK	1	3	3	$1,032.00	$1,032.00
23	OAK	1	3	3	$1,120.00	$1,120.00
24	OAK	11	3	33	$1,220.00	$13,420.00
25	OAK	1	4	4	$1,332.00	$1,332.00
30	OAK	2	5	10	$1,919.00	$3,838.00
32	OAK	2	6	12	$2,183.00	$4,366.00
TOTAL		176	SPECIMEN TREE MITIGATION TOTAL	288		$100,337.00



REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
3/29/23	CITY COMMENTS

1230 North US1, Suite 3
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Phone (386) 672-7794
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LC # 26001084
Civil Engineering,
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NEWKIRK ENGINEERING INC.

TREE REMOVAL PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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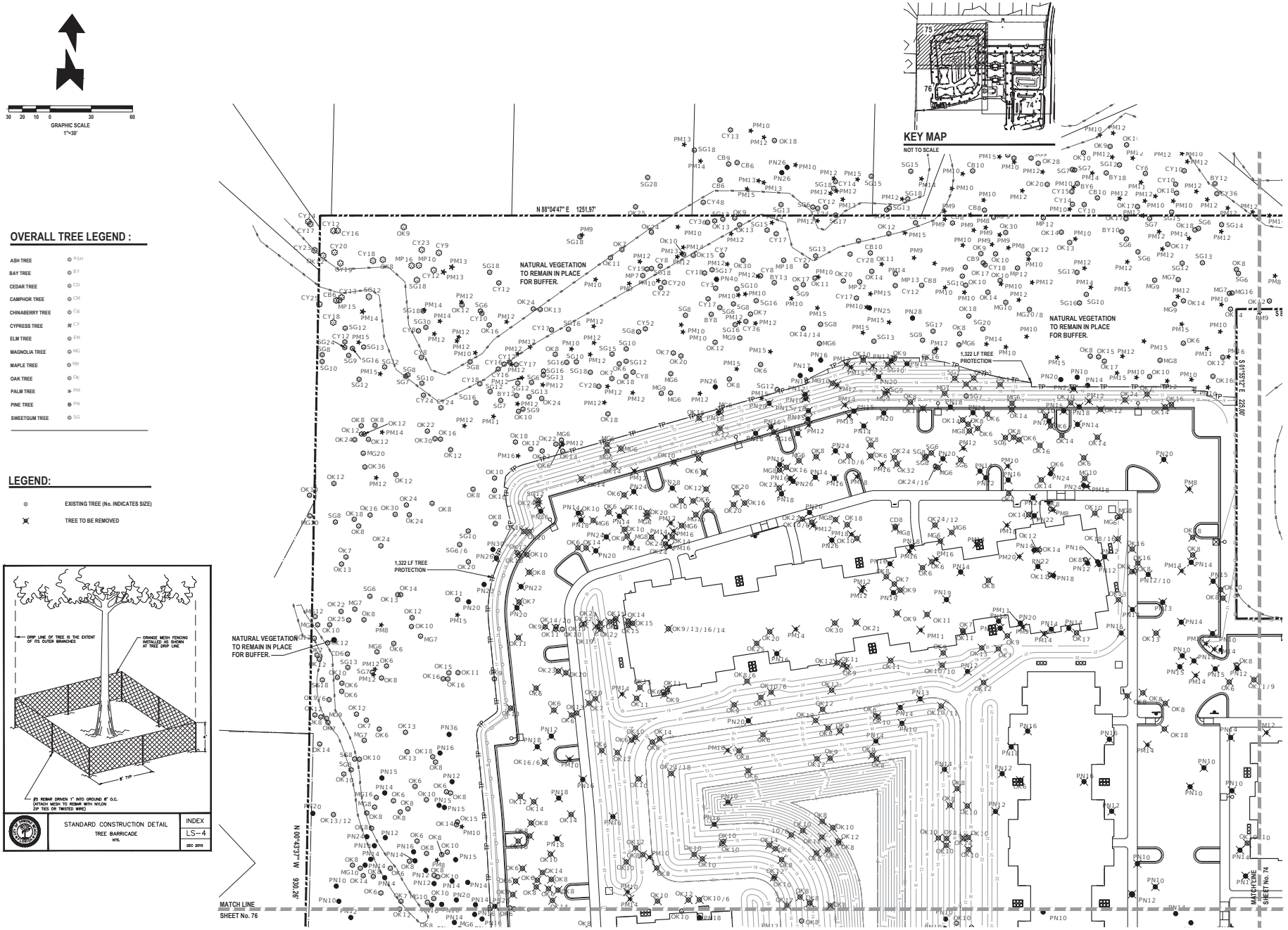
LAUREN ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

74



OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	Mp
OAK TREE	Ok
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

INDEX LS-4
DEC 2015

REVISIONS	
DATE	DESCRIPTION
4/7/22	TITLE BLOCK
10/25/22	OWNER
3/29/23	CITY COMMENTS

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NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

TREE REMOVAL PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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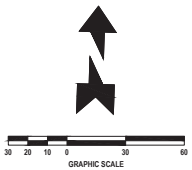
LAUREN ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

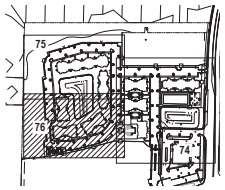
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

75





KEY MAP
NOT TO SCALE

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

SHEET No. 75
MATCH LINE

NATURAL VEGETATION TO REMAIN IN PLACE FOR BUFFER.

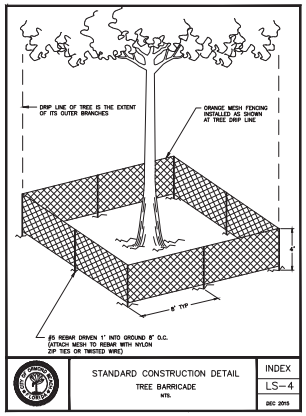
1,322 LF TREE PROTECTION

S 89°24'10" W

S 73°06'36" W 181.26'

Δ=11°08'38"
R=2396.93'
A=466.20'
CB=S78°40'57"W
CH=465.46'

MATCH LINE SHEET No. 74



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS-4
DEC 2015

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Civil Engineering, Transportation, CEI & Landscape Architecture

TREE REMOVAL PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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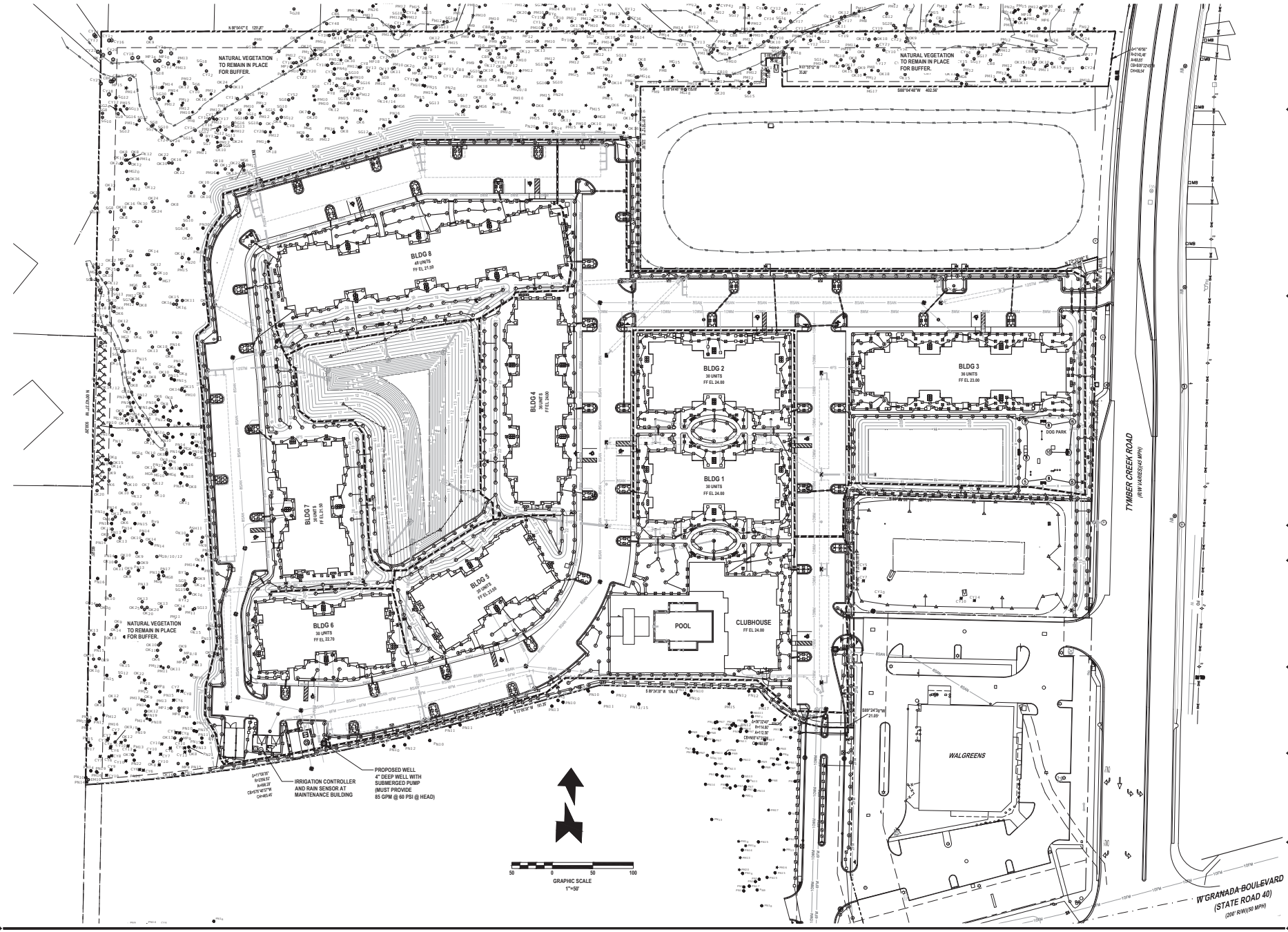
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

76



REVISIONS	
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10/25/22	OWNER
3/29/23	CITY COMMENTS

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www.NewkirkEngineering.com
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LC # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL IRRIGATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN E. ADAMS
LICENSED
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

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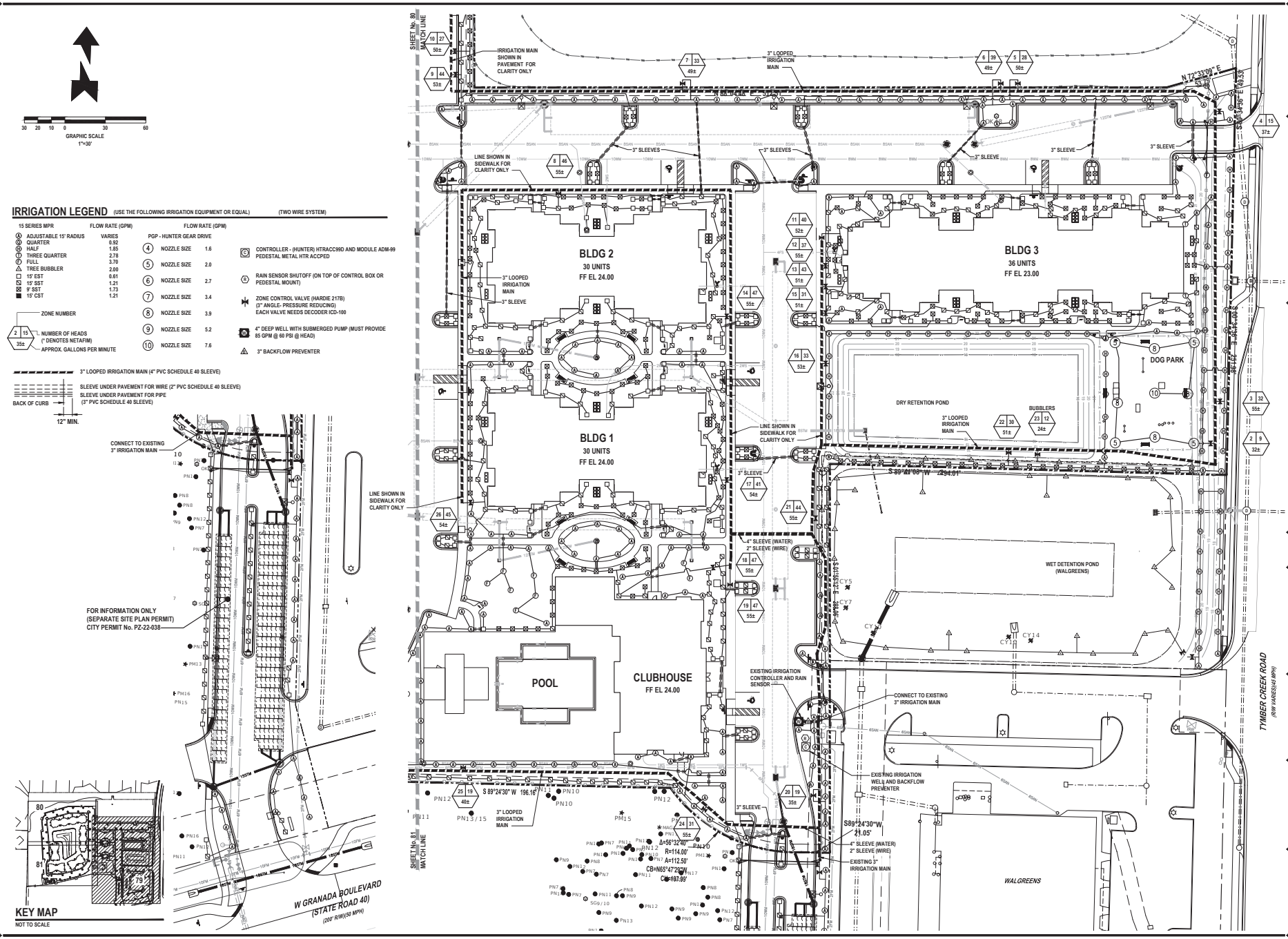

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IRRIGATION PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

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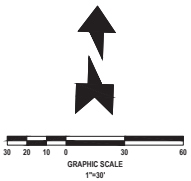
79



IRRIGATION LEGEND (USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL) (TWO WIRE SYSTEM)

15 SERIES MPR	FLOW RATE (GPM)
A ADJUSTABLE 15' RADIUS	VARIES
Q QUARTER	0.92
H HALF	1.85
T THREE QUARTER	2.78
F FULL	3.70
△ TREE BUBBLER	2.00
□ 15' EST	0.61
⊠ 15' SST	1.21
⊠ 9' SST	1.73
■ 15' CST	1.21

ZONE NUMBER
2 15 NUMBER OF HEADS (* DENOTES NETAFIM)
35± APPROX. GALLONS PER MINUTE

PGP - HUNTER GEAR DRIVE		FLOW RATE (GPM)
4	NOZZLE SIZE	1.6
5	NOZZLE SIZE	2.0
6	NOZZLE SIZE	2.7
7	NOZZLE SIZE	3.4
8	NOZZLE SIZE	3.9
9	NOZZLE SIZE	5.2
10	NOZZLE SIZE	7.6

C CONTROLLER - (HUNTER) HTRACC39D AND MODULE ADM-99 PEDESTAL METAL HTR ACCPED

R RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)

ZONE CONTROL VALVE (HARDIE 217B) (3" ANGLE- PRESSURE REDUCING) EACH VALVE NEEDS DECODER ICD-100

4" DEEP WELL WITH SUBMERGED PUMP (MUST PROVIDE 85 GPM @ 60 PSI @ HEAD)

3" BACKFLOW PREVENTER

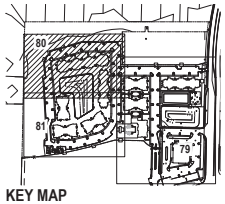
3" LOOPED IRRIGATION MAIN (4" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR WIRE (2" PVC SCHEDULE 40 SLEEVE)

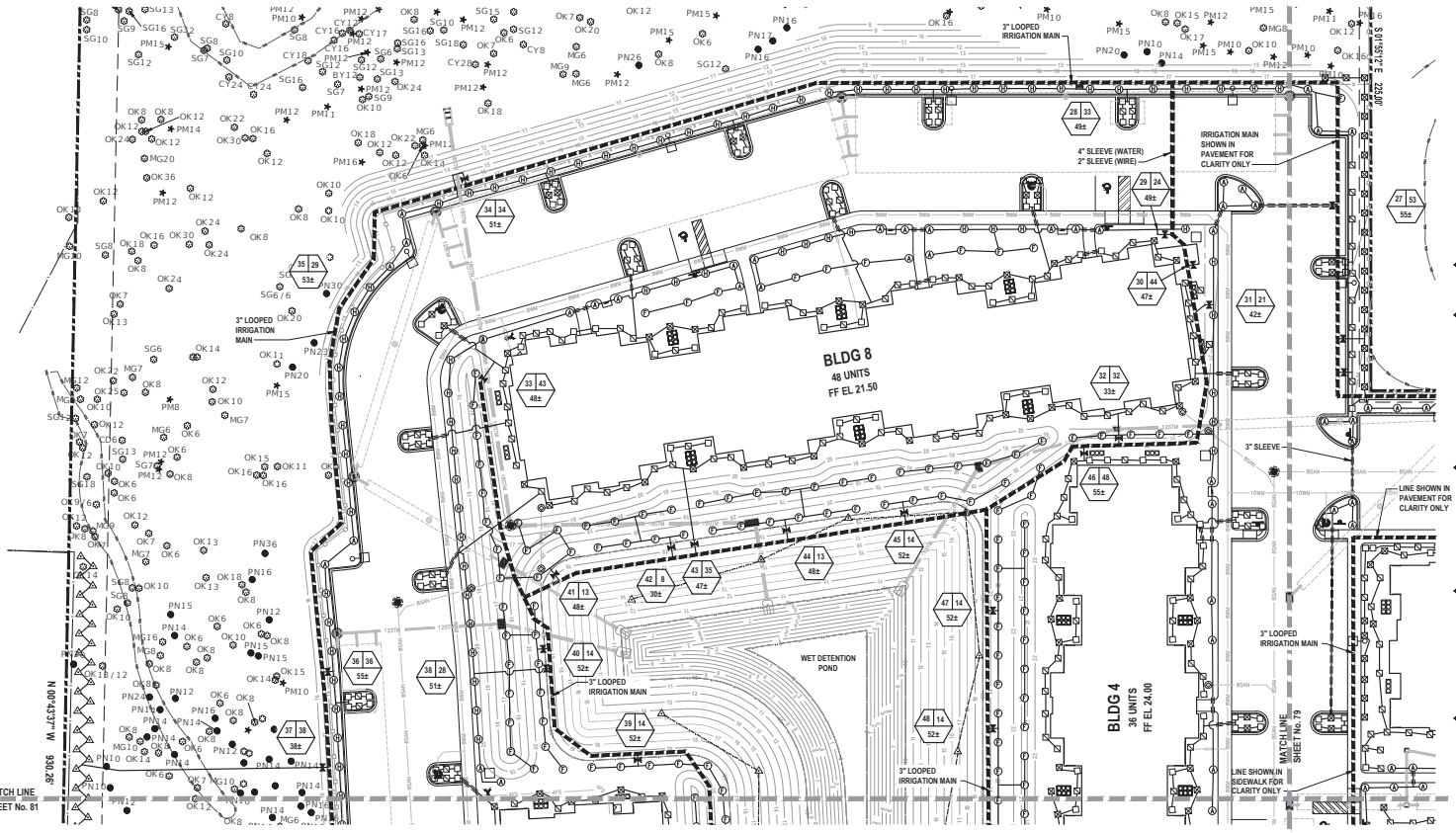
SLEEVE UNDER PAVEMENT FOR PIPE (3" PVC SCHEDULE 40 SLEEVE)

BACK OF CURB

12" MIN.



KEY MAP
NOT TO SCALE



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10/25/22	OWNER
3/29/23	CITY COMMENTS

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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26000584
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IRRIGATION PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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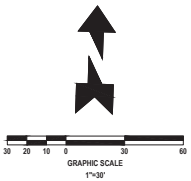
LAUREN ADAMS LICENSE NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER
80



IRRIGATION LEGEND (USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL) (TWO WIRE SYSTEM)

15 SERIES MPR	FLOW RATE (GPM)
A ADJUSTABLE 15' RADIUS	VARIES
Q QUARTER	0.92
H HALF	1.85
T THREE QUARTER	2.78
F FULL	3.70
TREE BUBBLER	2.00
15' EST	0.61
15' SST	1.21
9' SST	1.73
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PGP - HUNTER GEAR DRIVE	FLOW RATE (GPM)
4 NOZZLE SIZE	1.6
5 NOZZLE SIZE	2.0
6 NOZZLE SIZE	2.7
7 NOZZLE SIZE	3.4
8 NOZZLE SIZE	3.9
9 NOZZLE SIZE	5.2
10 NOZZLE SIZE	7.6

ZONE NUMBER
2 15 — NUMBER OF HEADS (* DENOTES NETAFIM)
35± — APPROX. GALLONS PER MINUTE

C CONTROLLER - (HUNTER) HTRACC90D AND MODULE ADM-99 PEDESTAL METAL HTR ACCPED

R RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)

ZONE CONTROL VALVE (HARDIE 217B) (3" ANGLE- PRESSURE REDUCING) EACH VALVE NEEDS DECODER ICD-100

4" DEEP WELL WITH SUBMERGED PUMP (MUST PROVIDE 85 GPM @ 60 PSI @ HEAD)

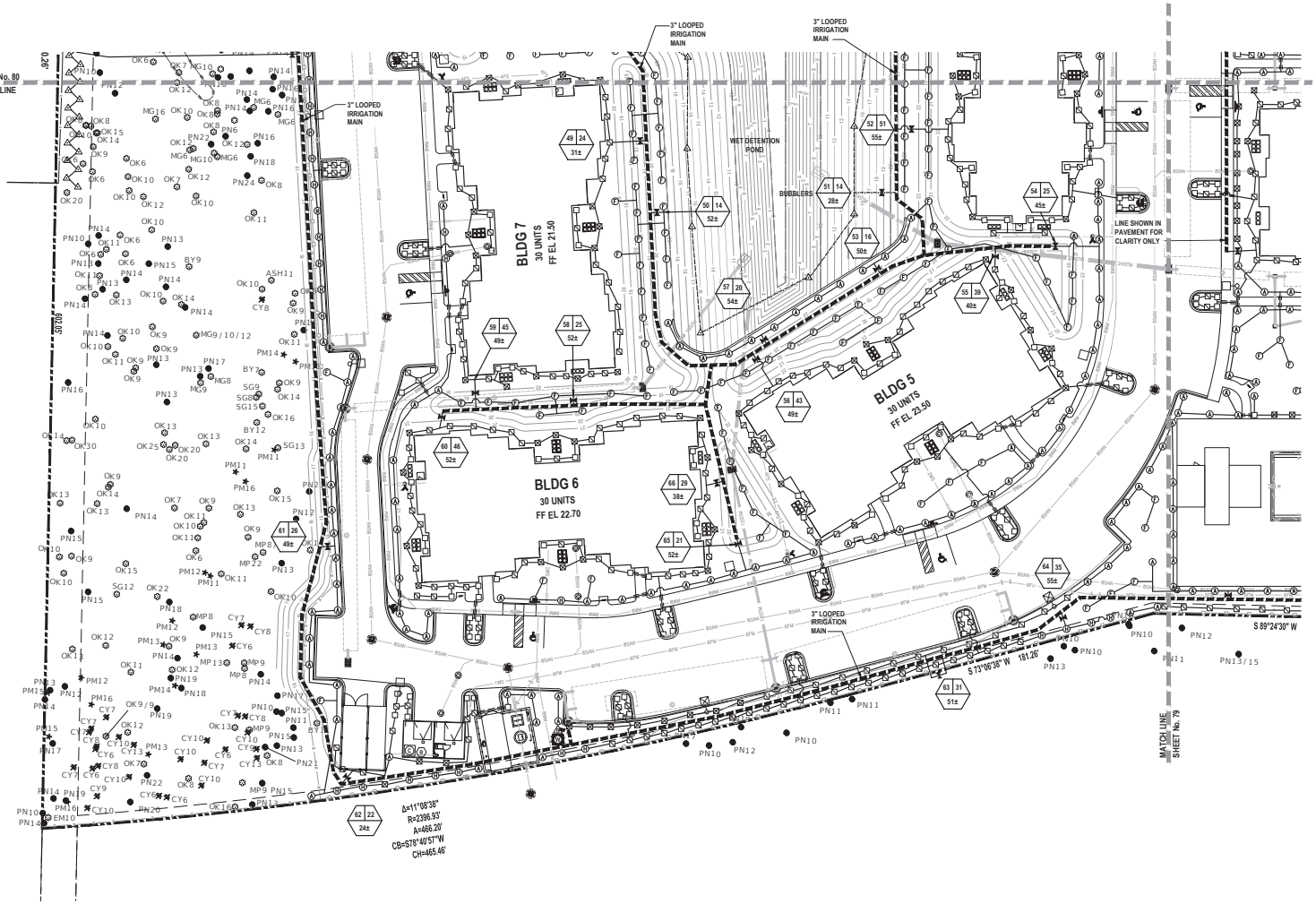
3" BACKFLOW PREVENTER

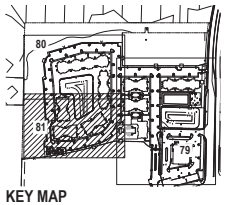
3" LOOPED IRRIGATION MAIN (4" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR WIRE (2" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR PIPE (3" PVC SCHEDULE 40 SLEEVE)

BACK OF CURB — 12" MIN.





KEY MAP
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IRRIGATION PLAN (SHT. 3 OF 3)
TYMBER CREEK APARTMENTS
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ORMOND BEACH, FL 32174

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LAUREN ADAMS LICENSED LANDSCAPE ARCHITECT NO. 6667278 STATE OF FLORIDA

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

81

Permit Requirements

Property owners who wish to install, expand or substantially modify an irrigation system are required, in advance of such work, to obtain an irrigation permit from the Florida Department of Health in Volusia County. Irrigation installation requirements are described in the following county ordinances:

Landscape Irrigation Ordinance (http://www.volusia.org/services/growth-and-resource-management/environmental-management/pollution-control/waterwise-landscape-irrigation-ordinance/)

Wells, Pumping Facilities & Irrigation Systems - Section 74-31 to 48 County Ordinance (http://volusia.floridahealth.gov/programs-and-services/environmental-health/irrigation-construction/irrigation-forms.html)

We Volusia County Health Department developed an Irrigation Permitting Packet (http://volusia.floridahealth.gov/programs-and-services/environmental-health/irrigation-construction/_documents/irrigation-permit.pdf) in order assist applicants. It includes the application form, a Contractor/Owner Irrigation Self Certification Checklist and a site plan template. Please call our office at 386-274-0694 for more information.

A summary of site specific requirements is as follows:

1. Automatic irrigation controllers, when utilized, shall contain a functional rain sensor device, capable of being set to one minute run times, and battery backup capability to retain programming in the event of a power failure.
2. A rain sensor placed on a stationary structure, free and clear of any overhead obstructions and above the height of the sprinkler coverage.
3. Equipment with check valves used in low-lying areas to prevent low head drainage.
4. Backflow prevention methods and other provisions prescribed in section 74-42.
5. Irrigation design with the appropriate uniformity for the type of plant being grown and for the type of soil.
6. Irrigation system equipment installed as designed.
7. Irrigation zones divided according to: available flow rate, vegetated groupings (i.e., turf, shrubs, native plants, etc.), sprinkler types (i.e., sprinklers with matching precipitation rates) and soil characteristics.
8. Spray heads and rotors not mixed in same zone.
9. Distribution equipment in a given zone having matched precipitation rates.
10. Application rates that avoid runoff and permit uniform water infiltration into the soil, considering land slope, soil hydraulic properties, vegetative ground cover and prevailing winds.
11. A minimum separation of four inches between distribution equipment and pavement.
12. A minimum separation of 12 inches between distribution equipment and buildings and other vertical structures.
13. No direct spray onto walkways, buildings, roadways and drives.
14. Lawn spray patterns providing head to head coverage.
15. Water conveyance systems with a flow velocity of five feet per second or less.
16. Pipelines designed to provide the system with the appropriate pressure required for maximum irrigation uniformity.
17. Pressure regulating heads.
18. A maintenance checklist provided to the property owner by the irrigation contractor accompanied by a recommended maintenance schedule, proper irrigation system settings according to season, recommendations for checking rain sensor device, filter cleaning recommendations and information on the current water restrictions.

Landscape Requirements

1. A high volume irrigation area shall not exceed 50 percent of the landscaped area. Low or medium volume irrigation areas may be utilized in lieu of any high volume irrigation area.
2. A medium volume irrigation area shall not exceed 25 percent of the landscaped area. However, the landscaped area may contain up to 75 percent medium volume irrigation area, if no high volume irrigation area is utilize on site.
3. A low volume irrigation area may be utilized for an entire landscaped area with the exception of native vegetation areas regulated by section 50-373(b)(4).
4. In the alternative to (1), (2), and (3) above, if 25 percent of the pre-existing native vegetation is retained on site, the remaining 75 percent of the landscaped area may be a high volume irrigation area. For all pre-existing native vegetation retained on a parcel:
   - No supplemental water shall be applied to the native vegetation area.
   - Only hand pruning of native vegetation is allowed.
   - Mechanical mowing or clearing is prohibited.

License Requirements

No person may install or repair an irrigation system in Volusia County unless they possess a valid irrigation certificate of competency from the Department. The following persons are exempted from having to possess a certificate of competency:

- Licensed Florida Water Well Contractors and Florida State Certified Pluming Contractors.
- Florida State Registered Plumbing Contractors.
- Property owners who personally perform construction, maintenance or repairs on an irrigation system that serves his or her owner-occupied single family residence.

CITY OF ORMOND BEACH FLORIDA	STANDARD CONSTRUCTION DETAIL IRRIGATION SYSTEM REQUIREMENTS NTS.	INDEX LS-14A MAY 2020	CITY OF ORMOND BEACH FLORIDA	STANDARD CONSTRUCTION DETAIL IRRIGATION SYSTEM REQUIREMENTS NTS.	INDEX LS-14B MAY 2020

VOLUSIA COUNTY IRRIGATION DESIGN REQUIREMENTS:

1. IRRIGATION SYSTEM TO PROVIDE 1" OF WATER PER WEEK AND TO RUN TWICE A WEEK
2. A HIGH VOLUME IRRIGATION SYSTEM LESS THAN 25 PERCENT.
3. A MEDIUM VOLUME IRRIGATION SYSTEM LESS THAN 25 PERCENT.
4. A LOW VOLUME IRRIGATION SYSTEM 50 PERCENT.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

IRRIGATION SCHEDULE:

RUN SYSTEM MONDAY THRU FRIDAY

1. ZONES: 23 , 37 & 51 (BUBBLERS) TO RUN FOR NO MORE THAN 15 MINUTES PER ZONE. (LOW VOLUME)
2. ZONES: 1 - 22 & 24 - 36 TO RUN FOR NO MORE THAN 15 MINUTES PER ZONE. (LOW VOLUME)
3. ZONES: 38 - 50 & 52 - 66 RUN NO MORE THAN 15 MINUTES PER ZONE. (MEDIUM VOLUME)

IRRIGATION LEGEND (USE THE FOLLOWING IRRIGATION EQUIPMENT OR EQUAL)

15 SERIES MPR	FLOW RATE (GPM)
(A) ADJUSTABLE 15' RADIUS	VARIES
(Q) QUARTER	0.92
(H) HALF	1.85
(T) THREE QUARTER	2.78
(F) FULL	3.70
TREE BUBBLER	2.00
15' EST	0.61
15' SST	1.21
9' SST	1.73
15' CST	1.21

PGP - HUNTER GEAR DRIVE	FLOW RATE (GPM)
(4) NOZZLE SIZE	1.6
(5) NOZZLE SIZE	2.0
(6) NOZZLE SIZE	2.7
(7) NOZZLE SIZE	3.4
(8) NOZZLE SIZE	3.9
(9) NOZZLE SIZE	5.2
(10) NOZZLE SIZE	7.6

(TWO WIRE SYSTEM)

- CONTROLLER - (HUNTER) HTRACC99D AND MODULE ADM-99 PEDESTAL METAL HTR ACCPED
- RAIN SENSOR SHUTOFF (ON TOP OF CONTROL BOX OR PEDESTAL MOUNT)
- ZONE CONTROL VALVE (HARDIE 217B) (3" ANGLE- PRESSURE REDUCING) EACH VALVE NEEDS DECODER ICD-100
- 4" DEEP WELL WITH SUBMERGED PUMP (MUST PROVIDE 85 GPM @ 60 PSI @ HEAD)
- 3" BACKFLOW PREVENTER

ZONE NUMBER

2 15 — NUMBER OF HEADS (* DENOTES NETAFIM)

35± — APPROX. GALLONS PER MINUTE

3" LOOPED IRRIGATION MAIN (4" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR WIRE (2" PVC SCHEDULE 40 SLEEVE)

SLEEVE UNDER PAVEMENT FOR PIPE (3" PVC SCHEDULE 40 SLEEVE)

BACK OF CURB

12" MIN.

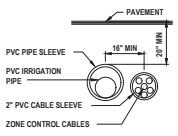
PIPE SIZING INFORMATION

GALLONS PER MINUTE (GPM)	PIPE SIZE
0-6	1/2"
7-10	3/4"
11-16	1"
17-28	1 1/4"
29-35	1 1/2"
35-55	2"

PIPE SLEEVE SCHEDULE

PIPE SIZE	SLEEVE SIZE
2 1/2"	6"
1" THRU 2"	4"
1/2" AND 3/4"	3"

NOTE:
AT THE DISCRETION OF THE IRRIGATION CONTRACTOR, THE DIAMETER OF THE SLEEVE PIPE MAY BE REDUCED.



IRRIGATION NOTES:

1. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND CONDITIONS PRIOR TO ITS COMMENCEMENT OF THE IRRIGATION WORK.
2. *CHECK PRESSURE AND GPM OF WATER SUPPLY BEFORE BEGINNING JOB AND REPORT FINDING TO LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT WILL MAKE ANY ADJUSTMENT NECESSARY TO MAKE SYSTEM WORK AT ITS BEST.*
3. THE PLAN IS SCHEMATIC ONLY. THE CONTRACTOR SHALL INSTALL PIPING IN A MINIMUM NUMBER OF TRENCHES AND SHALL INSTALL PIPE IN A MINIMUM LENGTH.
4. QUANTITIES FOR IRRIGATION MATERIALS ARE NOT GIVEN. THE CONTRACTOR SHALL DETERMINE THIS FROM THE PLAN.
5. INSTALL SLEEVE PIPING WHERE SHOWN ON THE DRAWINGS AT THE PROPER DEPTH.
6. ALL SLEEVE PIPE SHALL BE SCHEDULE 40 PVC PIPE INSTALLED A MINIMUM OF 20" BELOW FINISHED PAVING GRADES.
7. ALL SLEEVES WHEN PLACED IN FIELD ARE TO BE LOCATED BY A METAL PIPE AT EACH END AND LOCATED FROM TWO STATIONARY POINTS BY TAPE MEASUREMENTS.
8. ALL PIPE SHALL BE INSTALLED A MINIMUM OF 20" BELOW GRADE.
9. ALL TRENCHING SHALL BE KEPT OUT OF THE DRIP LINE AREA OF ALL EXISTING TREES. USE RADIAL LINES OR TUNNELING WHEN NECESSARY TO ENCROACH INTO THE DRIP LINE AREA OF TREES.
10. LOCATE ALL VALVES AND OTHER IRRIGATION EQUIPMENT IN PLANT BED AREAS WITHIN THE PROJECT LIMITS FOR CONCEALMENT PURPOSES.
11. RISERS ARE TO BE HIDDEN COMPLETELY IN SHRUBBERY OR PAINTED BLACK AND IN NO CASE BE HIGHER THAN THE SHRUBBERY INSTALLED.
12. ALL PIPE EXPOSED ABOVE GRADE AND TO VIEW SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE OF THE NOTED SIZE.
13. ALL IRRIGATION EQUIPMENT (PUMP, CONTROLLER, ETC.) SHALL BE PLACED WITHIN FENCED ENCLOSURE.
14. ALL VALVES SHALL BE INSTALLED IN METER TYPE SIZE BOXES EQUAL TO AMETEK POLY-IRON.
15. PROVIDE A 6" GRAVEL SUMP AT THE BOTTOM OF ALL METER BOXES AND INSTALL 1/2" TO 1" DIAMETER GRAVEL AT THE BOTTOM OF THE VALVE PIT.
16. IRRIGATION SHALL MEET ALL APPLICABLE CURRENT MUNICIPAL, COUNTY, STATE OR FEDERAL CODES, ORDINANCES AND REGULATIONS THAT HAVE JURISDICTION.
17. ALL PIPE 1/2" TO 2 1/2" IN SIZE SHALL BE PRESSURE RATED 160 PVC (EXCEPT MAIN).
18. ALL FITTINGS SHALL BE SCHEDULE 40 PVC.
19. ALL SPRAY HEADS ARE TO BE A MINIMUM OF 6" POP-UP AND ALL HEADS IN PLANTING AREAS TO BE 12" POP-UP OR RISERS. RISERS SHALL BE PAINTED GREEN OR BLACK.
20. ELECTRICAL TO CONTROLLER SHALL BE SUPPLIED BY ELECTRICAL CONTRACTOR (NOT IRRIGATION CONTRACTOR).

GENERAL NOTES:

1. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH THE CITY AND COUNTY WATER WISE ORDINANCE REQUIREMENTS. THE IRRIGATION CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE ANY DEVIATIONS TO THE DRAWING.
2. IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY AND ARE INTENDED TO SHOW DISTRIBUTION ZONES ONLY. ALL VALVES SHALL BE LOCATED WITHIN PLANTING AREAS (NOT WITHIN PAVEMENT). LINES LOCATED UNDER PAVEMENT SHALL BE KEPT TO A MINIMUM AND ALL PIPING UNDER PAVED AREAS SHALL BE SLEEVED.
3. WHEN INSTALLING IRRIGATION PIPING IN ISLAND AND OTHER NARROW PLANTING AREAS RUN PIPING CLOSE TO CURB AND NOT DOWN THE MIDDLE OF THE PLANTING AREA. (BEFORE DOING IRRIGATION GET A COPY OF THE LANDSCAPE PLAN AND KEEP IRRIGATION LINES OUT OF PLANTING AREAS WHERE POSSIBLE.)
4. NO SIGNIFICANT IRRIGATION OVERTHROW SHALL BE ALLOWED ONTO IMPERVIOUS SURFACES.
5. 25% OF IRRIGATION IS LOW VOLUME.
6. IRRIGATION HEADS CAN BE INSTALLED NO CLOSER THAN 12" FROM BUILDING FOUNDATION.
7. LANDSCAPE CONTRACTOR TO WATER BAHIA SOD EVERY DAY FOR TWO WEEKS TO HELP ESTABLISH BAHIA SOD.

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

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C.A. # 30209
LC # 26001084
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

IRRIGATION DETAILS AND NOTES
TYMBER CREEK APARTMENTS
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LAUREN A. ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
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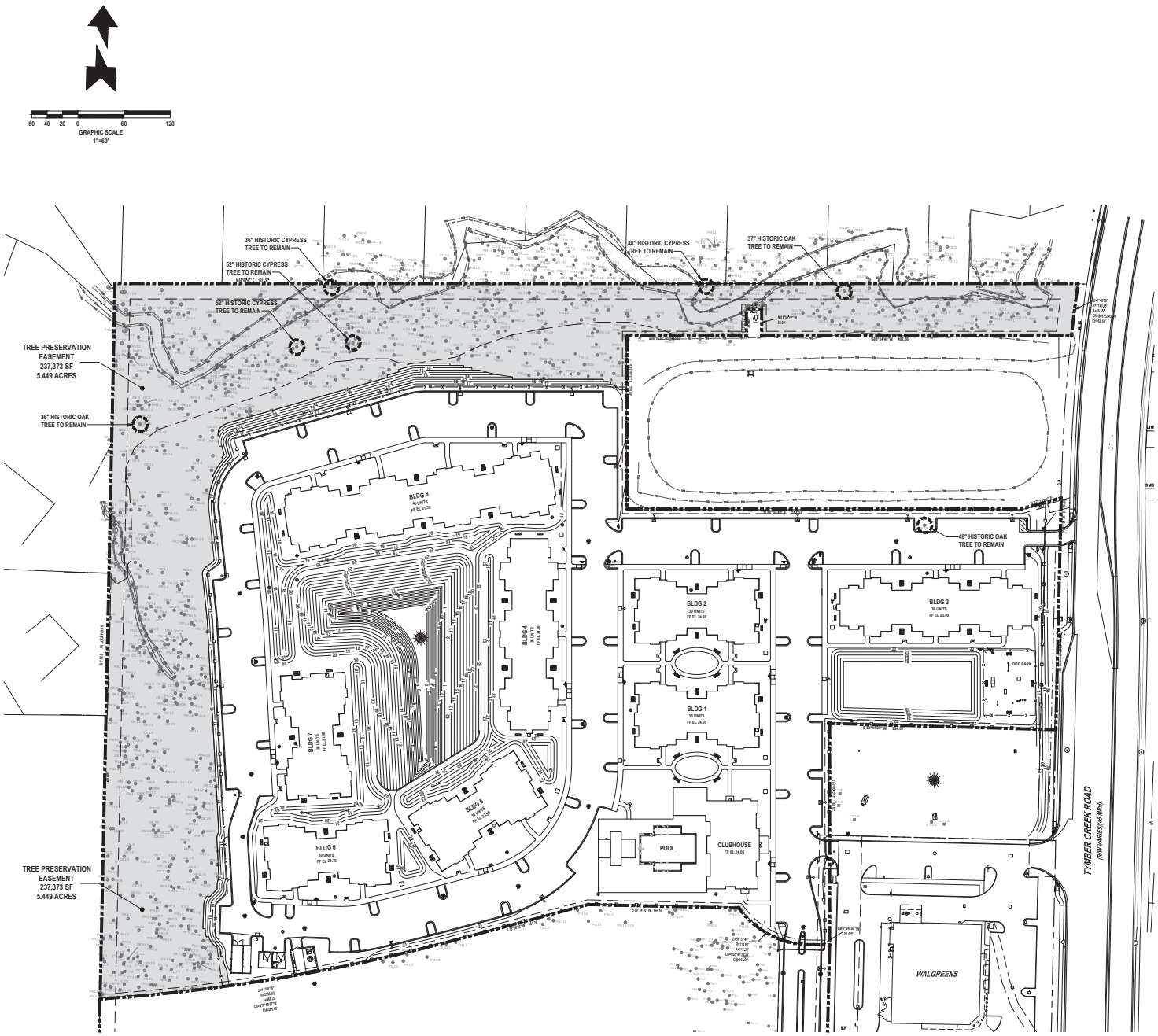
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

82



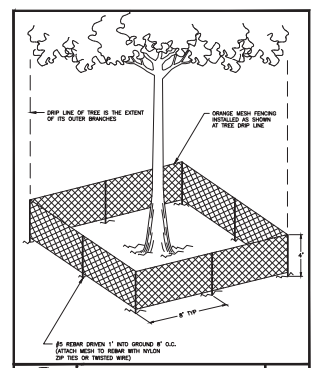
TREE PRESERVATION AREA REQUIREMENT:

REQUIRED TREE PRESERVATION = 15.0%
REQUIRED TREE PRESERVATION = 854, 635 SF x 0.15 = 128,195 SF (15.0%)

TREE PRESERVATION AREA PROVIDED	237,373 SF = 5.449 ACRES
TOTAL TREE PRESERVATION AREA	237,373 SF / 854,635 SF = 27.8%

LEGEND

TREE PRESERVATION AREA (27.8%)



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS-4
MAY 2020

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TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
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PROJECT No:	2020-06
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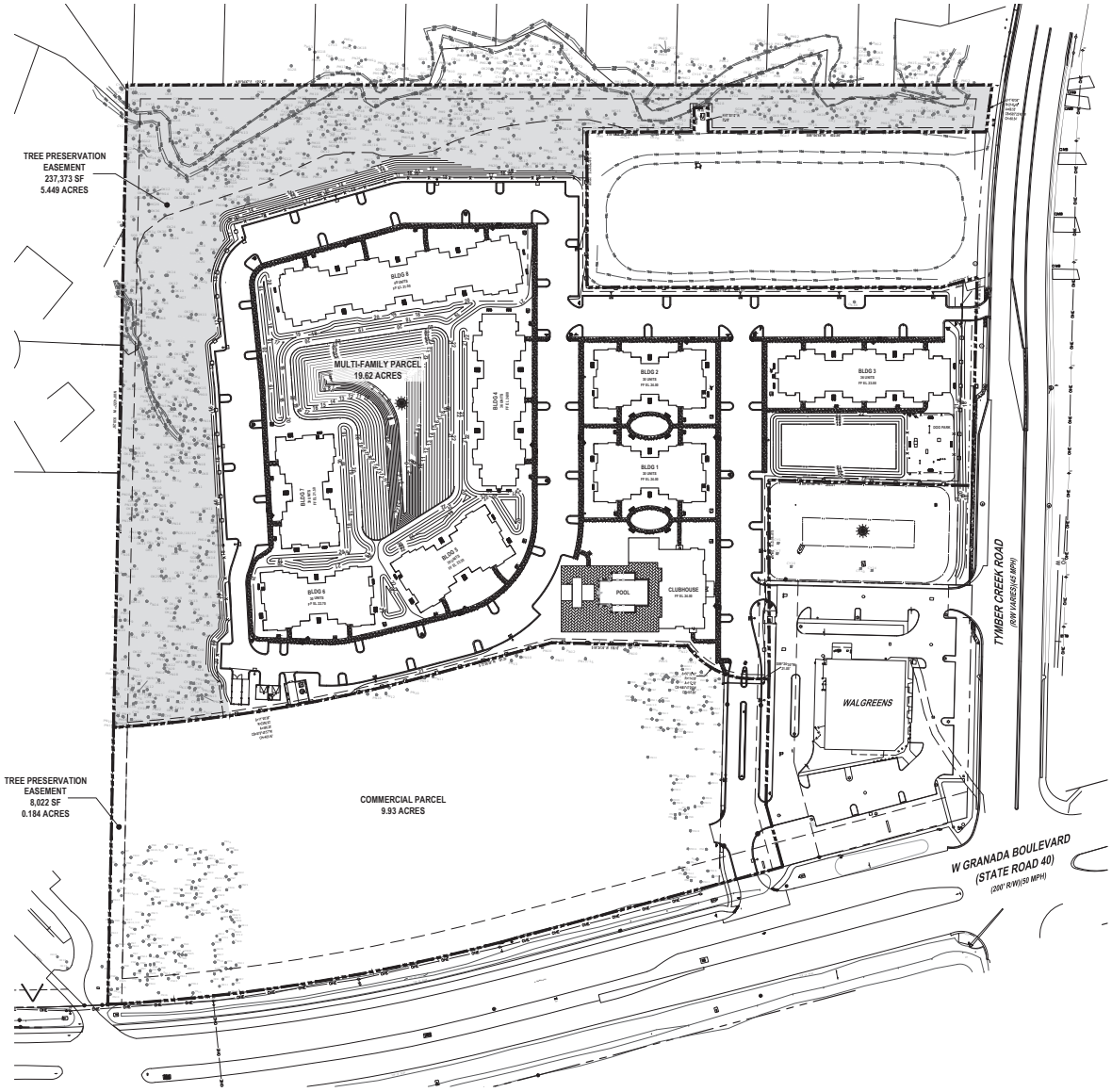
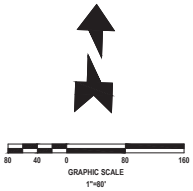




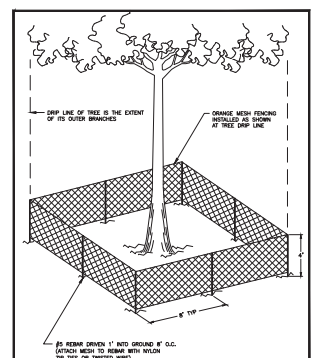
OVERALL TREE PRESERVATION AREA REQUIREMENT:

COMMERCIAL & MULTI-FAMILY
TREE PRESERVATION AREA REQUIRED = 15%
0.15 x (9.93 + 19.62) = 4.433 ACRES
TREE PRESERVATION AREA PROVIDED

MULTI-FAMILY	5.449 ACRES
COMMERCIAL	0.184 ACRES
OVERALL TOTAL TREE PRESERVATION AREA	5.633 ACRES (19.1%)
	5.633 / (9.93 + 19.62) = 19.1%

LEGEND

TREE PRESERVATION AREA (19.1%)



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

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LS-4
MAY 2020

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OVERALL TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
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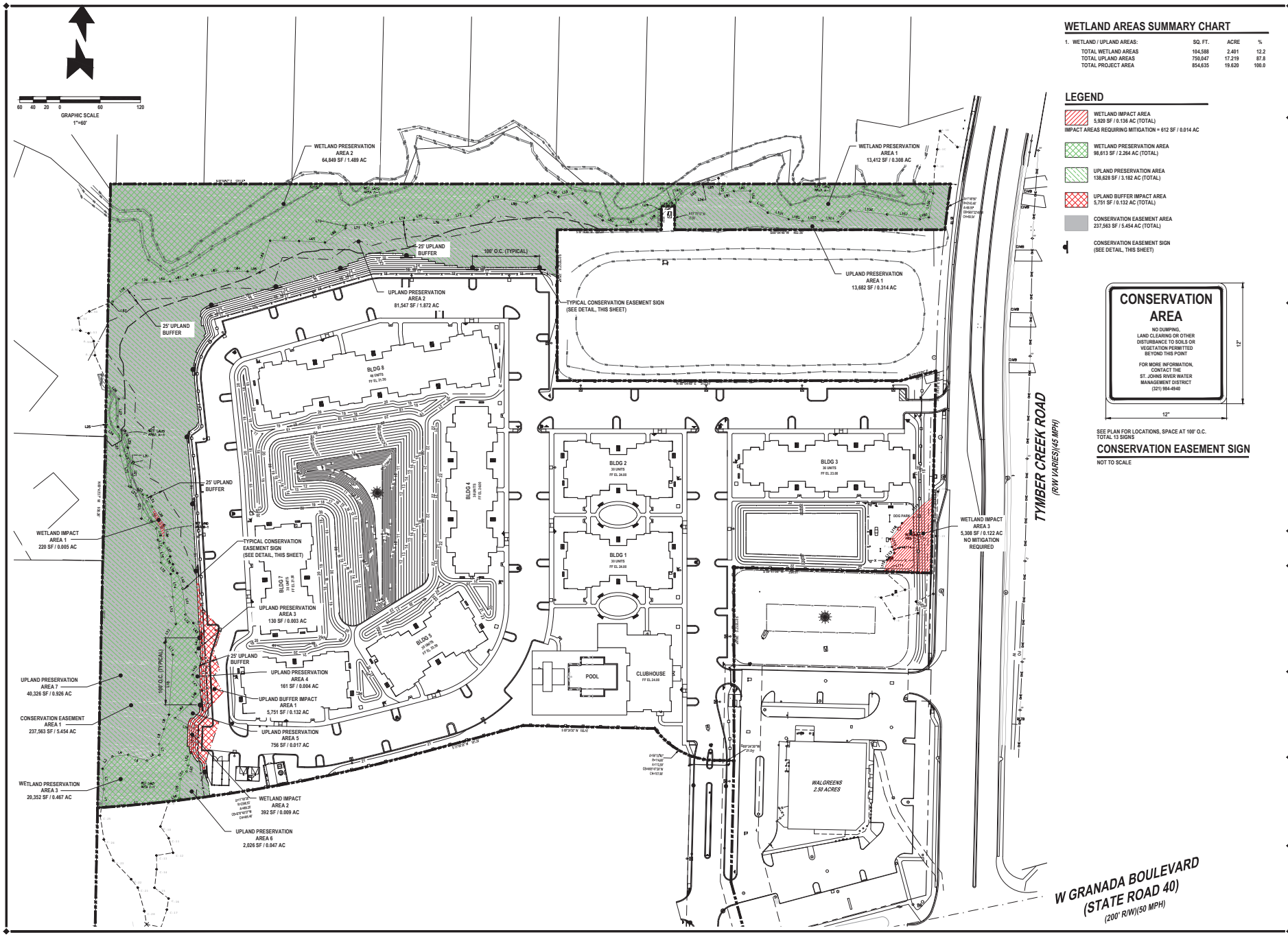

WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA 5,920 SF / 0.136 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 612 SF / 0.014 AC
- WETLAND PRESERVATION AREA 98,613 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA 138,628 SF / 3.182 AC (TOTAL)
- UPLAND BUFFER IMPACT AREA 5,751 SF / 0.132 AC (TOTAL)
- CONSERVATION EASEMENT AREA 237,563 SF / 5.454 AC (TOTAL)
- CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)

SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.
TOTAL 13 SIGNS

CONSERVATION EASEMENT SIGN

NOT TO SCALE

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WETLAND IMPACT/ PRESERVATION PLAN
TYMBER CREEK APARTMENTS

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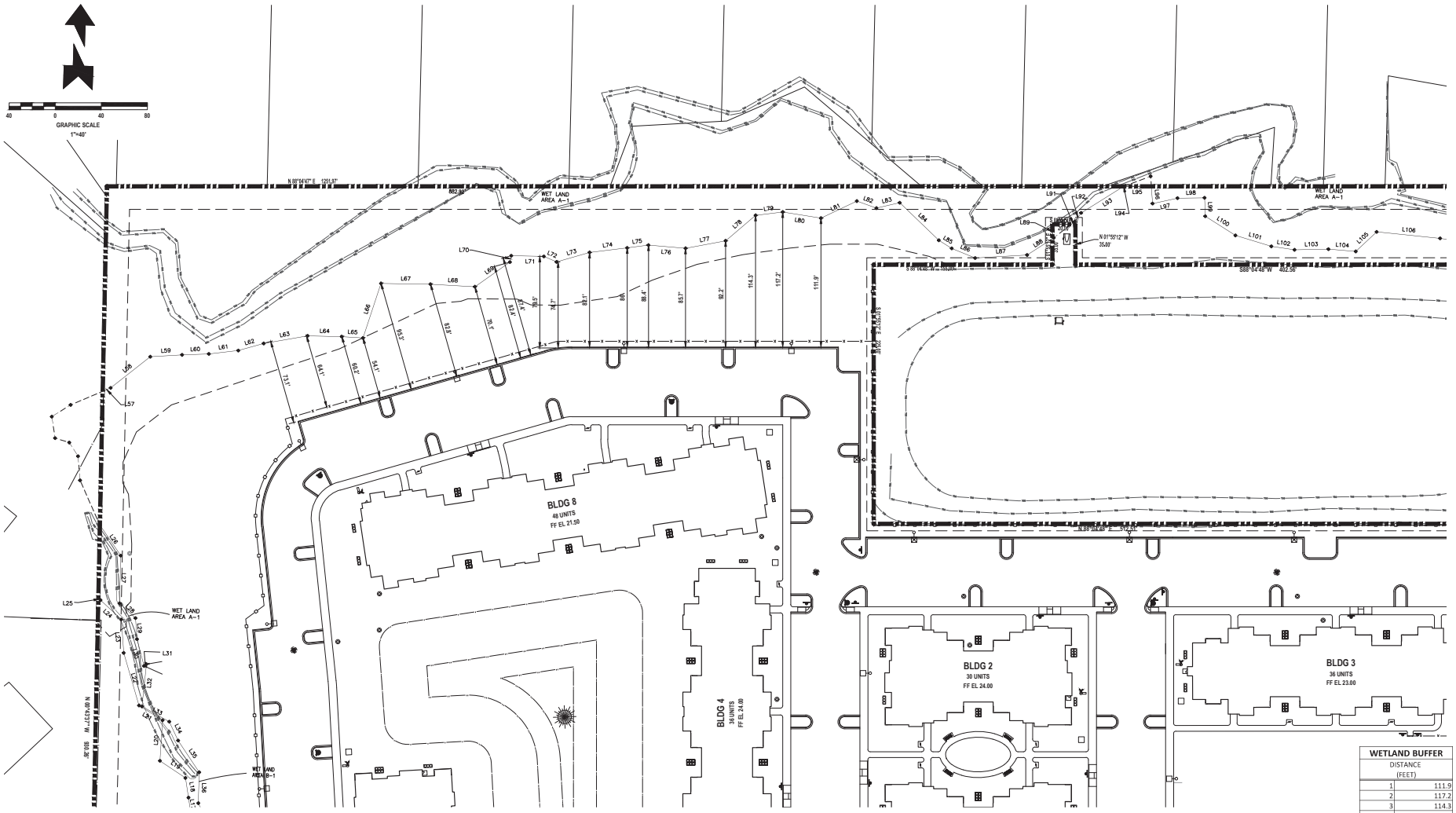

LITTLE TOMOKA RIVER WETLAND BUFFER SETBACK

1. REQUIRED WETLAND SETBACK = 75' AVERAGE
2. PROVIDED WETLAND SETBACK = 83.6' AVERAGE

WETLAND BUFFER	
	DISTANCE (FEET)
1	111.9
2	117.2
3	114.3
4	92.2
5	85.7
6	88.4
7	86
8	82.1
9	74.7
10	79.5
11	87.4
12	82.4
13	70.1
14	82.8
15	95.3
16	54.1
17	60.2
18	64.1
19	73.1
AVERAGE	66.7

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WETLAND BUFFER EXHIBIT
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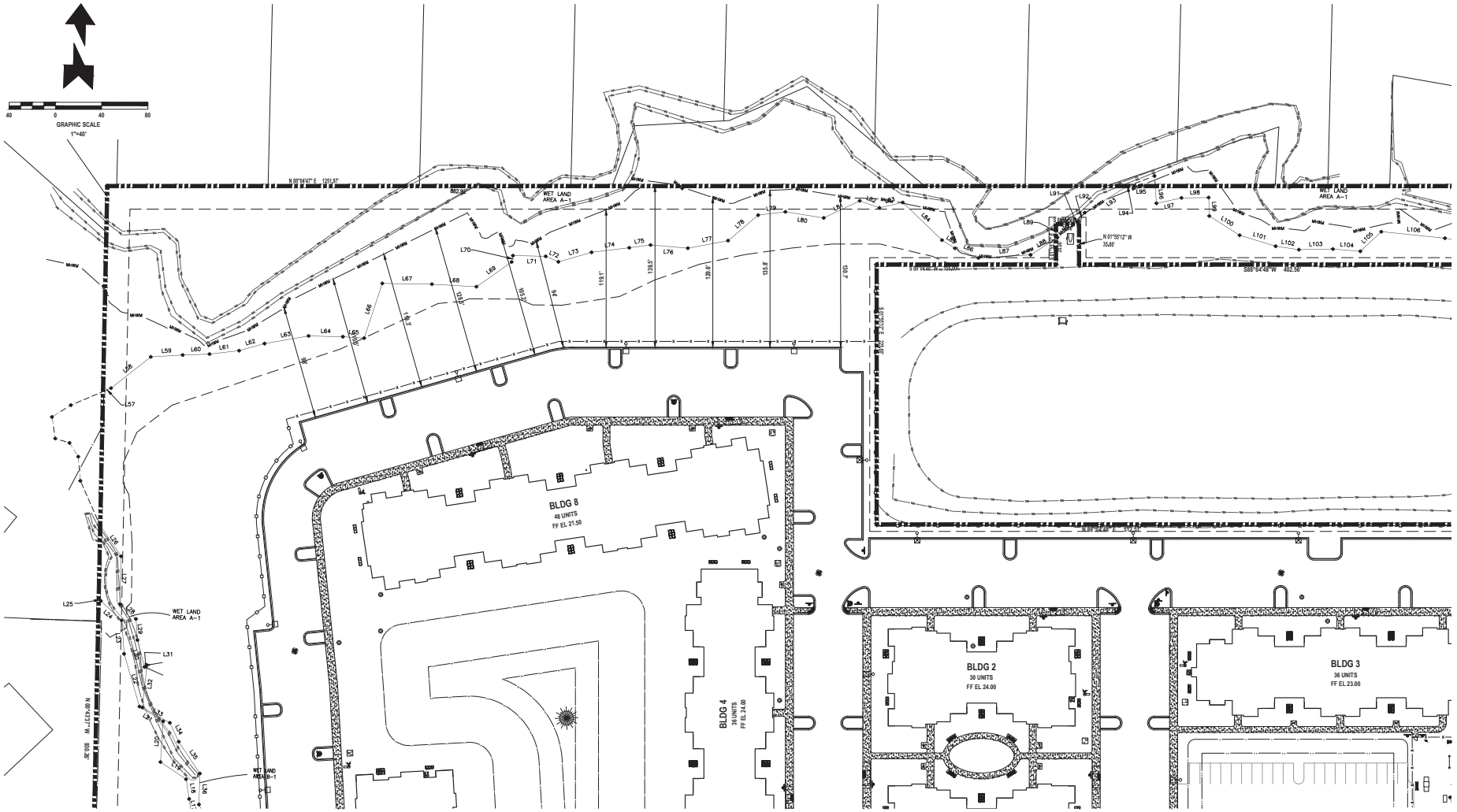

MEAN HIGH WATER MARK	
DISTANCE (FEET)	
1	131.2
2	136.3
3	130.1
4	140
5	119.6
6	101
7	105.7
8	128.8
9	119.8
10	111
11	98.5
12	87.9
13	100.1
14	158.6
AVERAGE	119.2

BLUFF HEIGHT (FEET NAVD)		MHWM (FEET NAVD)	BLUFF HEIGHT (FEET)
1	17.12	2.4	14.7
2	16.72	2.4	14.3
3	15.69	2.4	13.3
4	13.60	2.4	11.2
5	11.84	2.4	9.4
6	11.23	2.4	8.8
7	12.55	2.4	10.2
8	14.83	2.4	12.4
9	14.94	2.4	12.5
10	14.95	2.4	12.6
11	14.22	2.4	11.8
12	13.03	2.4	10.6
13	12.25	2.4	9.9
14	11.73	2.4	9.3
AVERAGE BLUFF HEIGHT		11.5	

GRADING LEGEND:

MHWM — MEAN HIGH WATER MARK

BLUFF ELEVATION

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MEAN JIGH WATER MARK
BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
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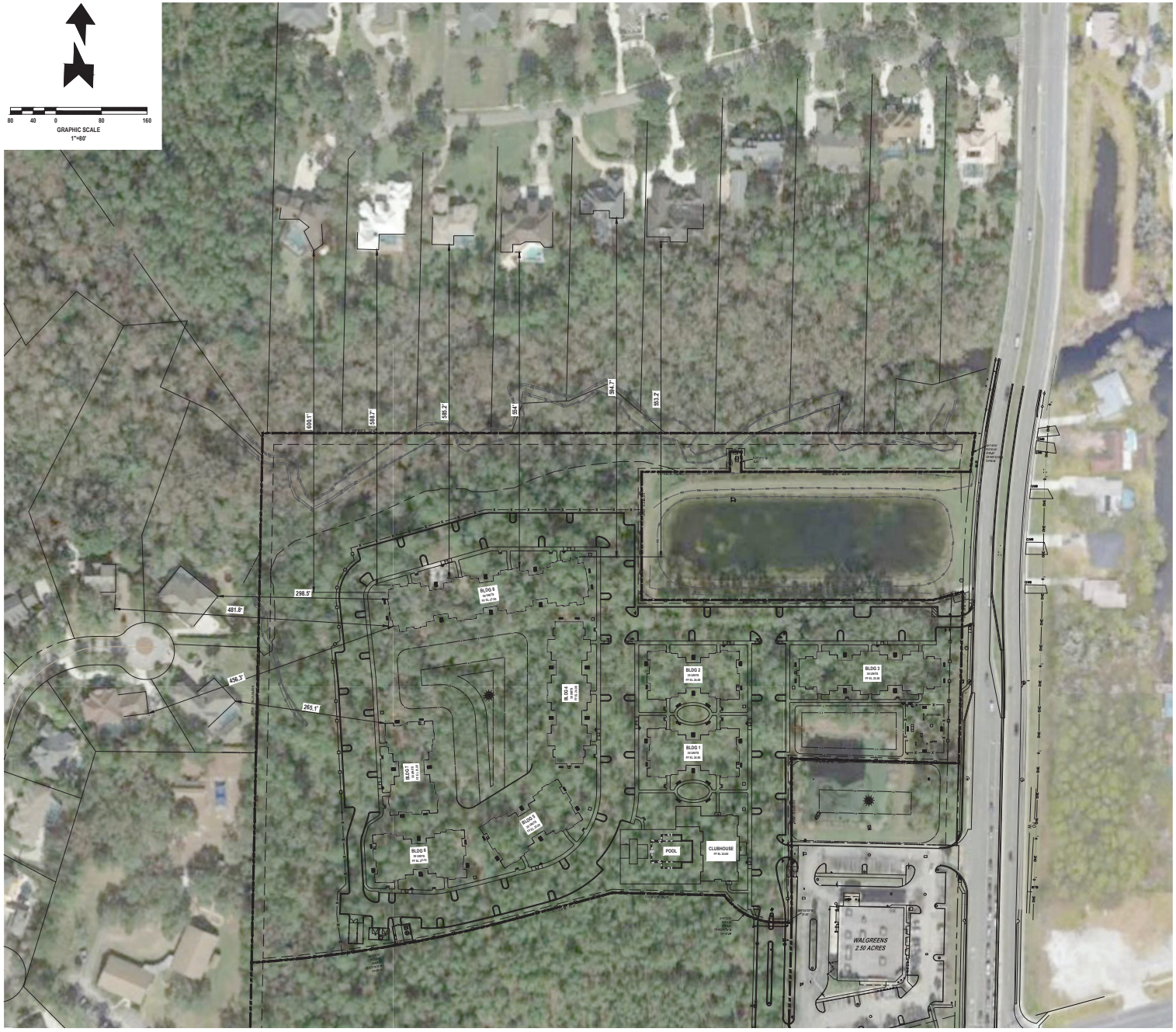
87



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BUILDING TO BUILDING SETBACK EXHIBIT

TYMBER CREEK APARTMENTS

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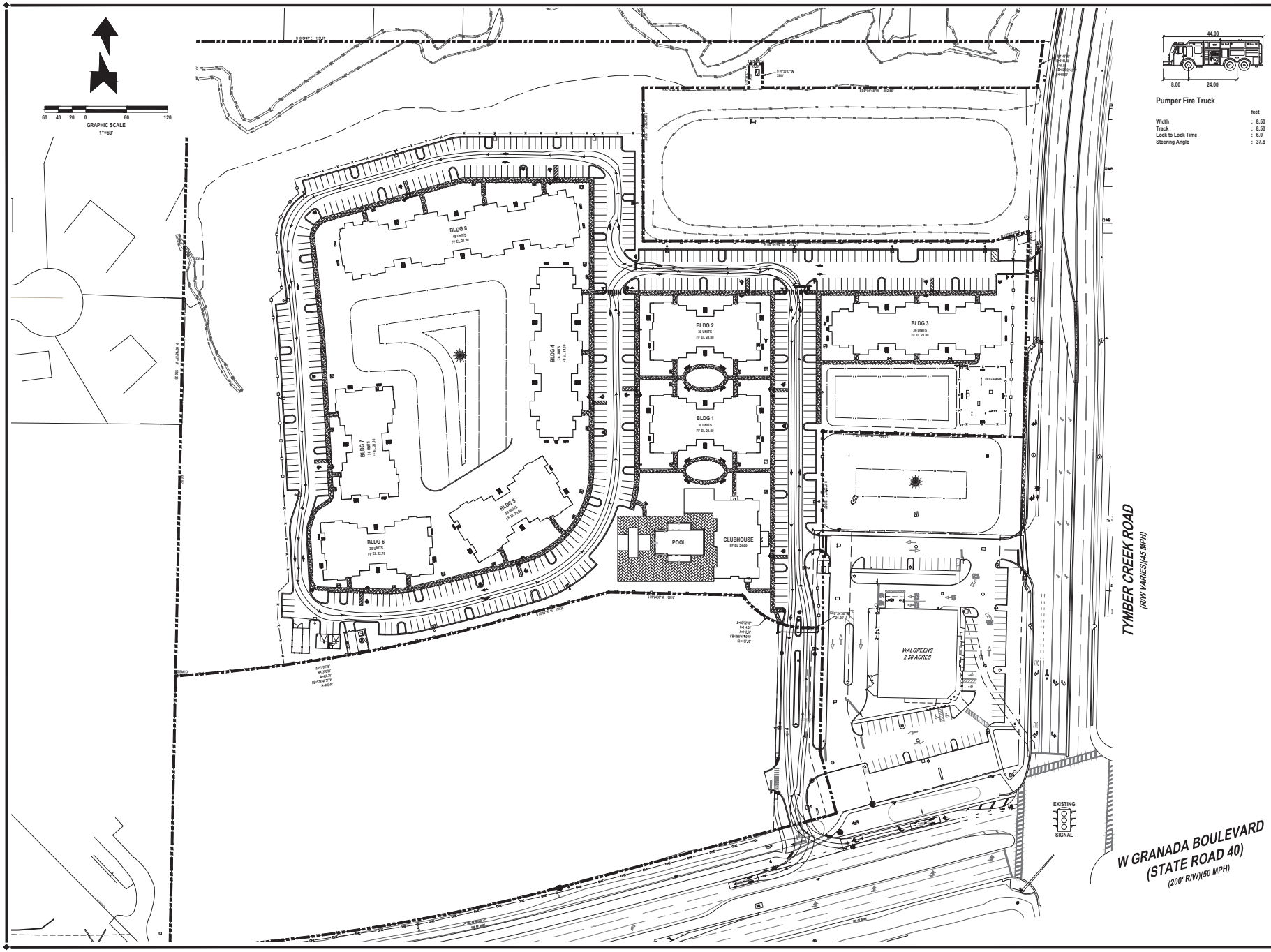

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AUTOTURN TRUCK PLAN
TYMBER CREEK APARTMENTS
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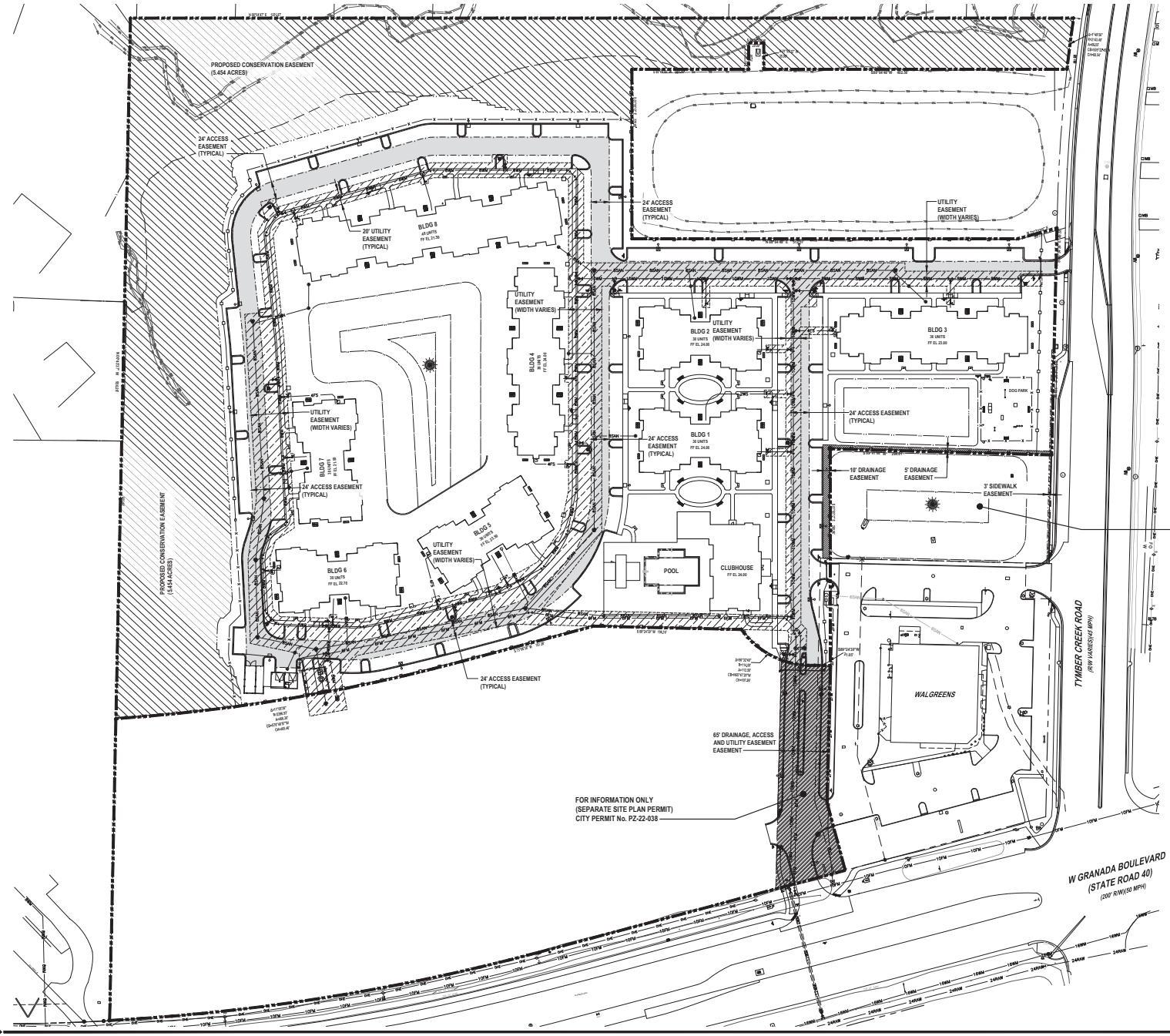

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EASEMENT PLAN
TYMBER CREEK APARTMENTS
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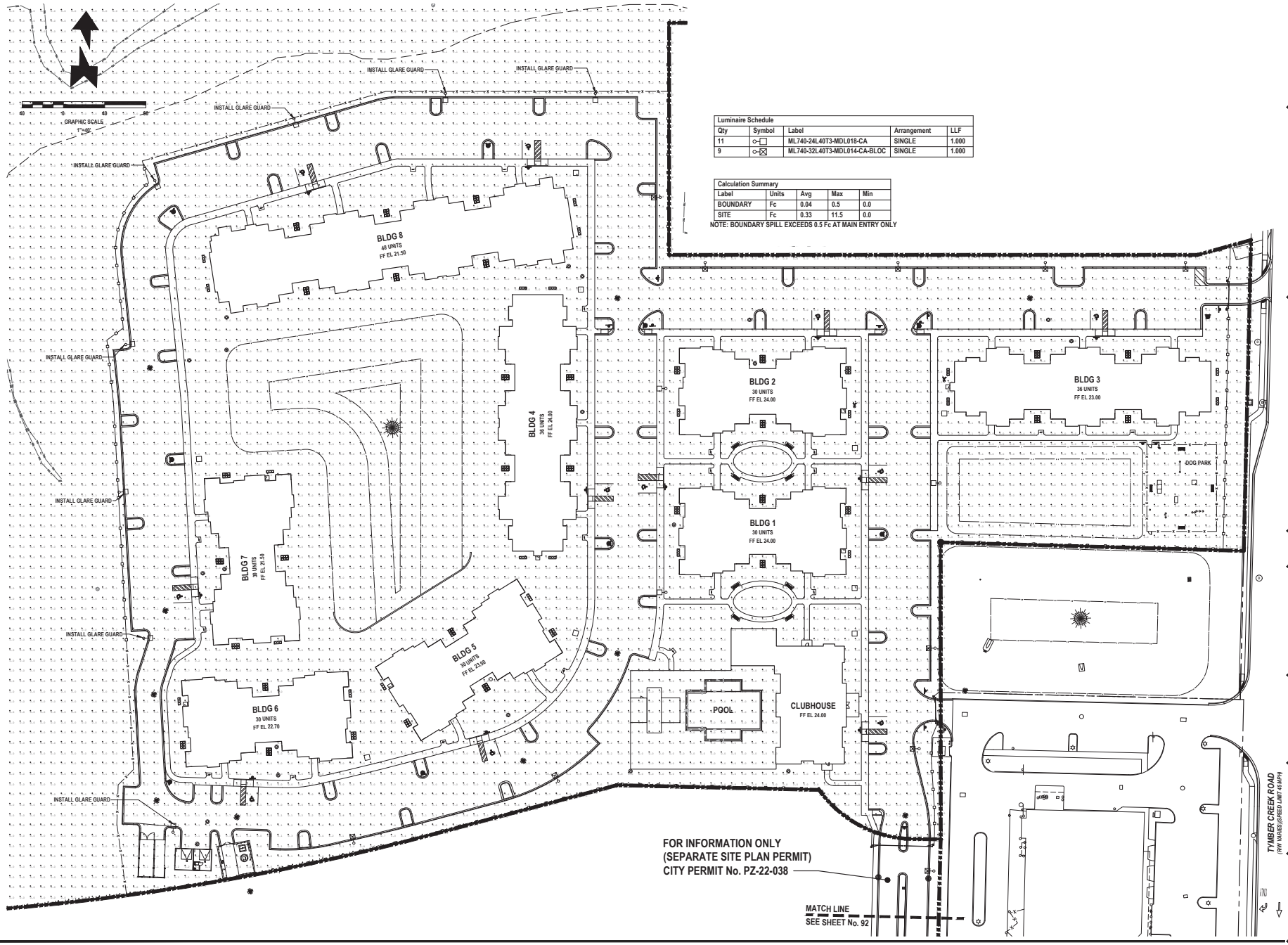
90



Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
11		ML740-24L40T3-MDL018-CA	SINGLE	1.000
9		ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
BOUNDARY	Fc	0.04	0.5	0.0
SITE	Fc	0.33	11.5	0.0

NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

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PHOTOMETRIC PLAN
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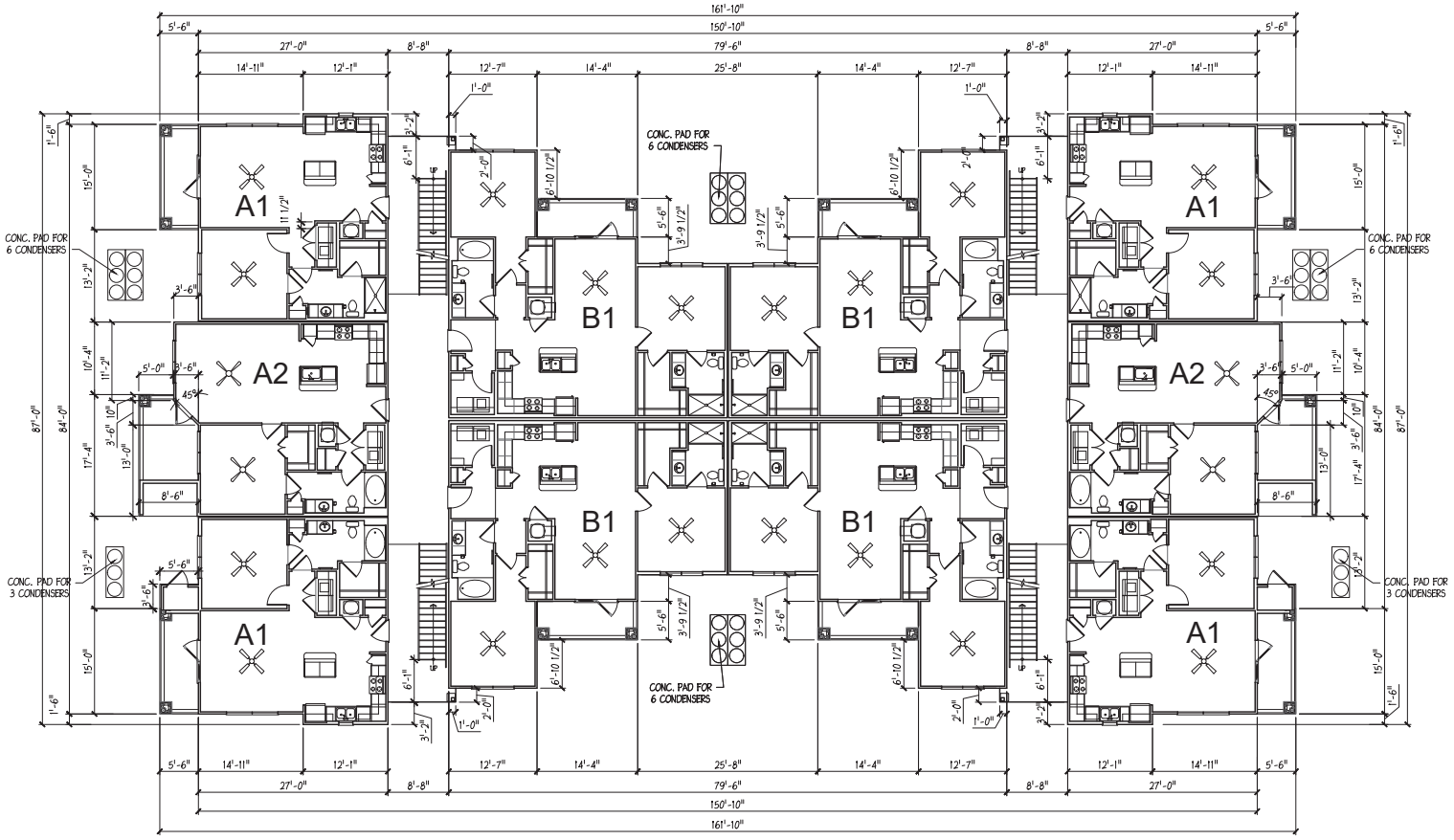

1 A1.0 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:

ITEM:	DATE:
PERMIT REVIEW	02-27-2020

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TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143

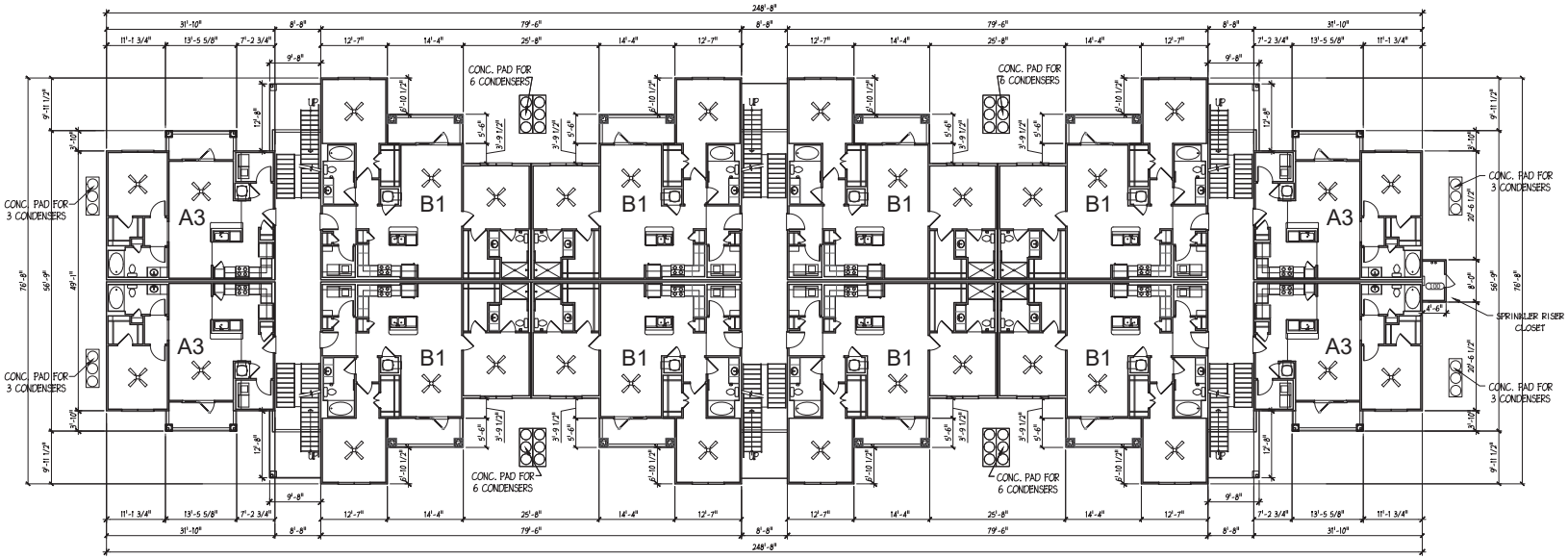
DRAWN BY:

CHECKED BY:

BUILDING PLANS
1, 2, 5, 6, 7

SHEET NO.

A1.0



1 A1.1 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 3/32" = 1'-0" BUILDING #3, 4

ENGLISH & ASSOCIATES
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3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:

ITEM:	DATE:
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

DRAWN BY:

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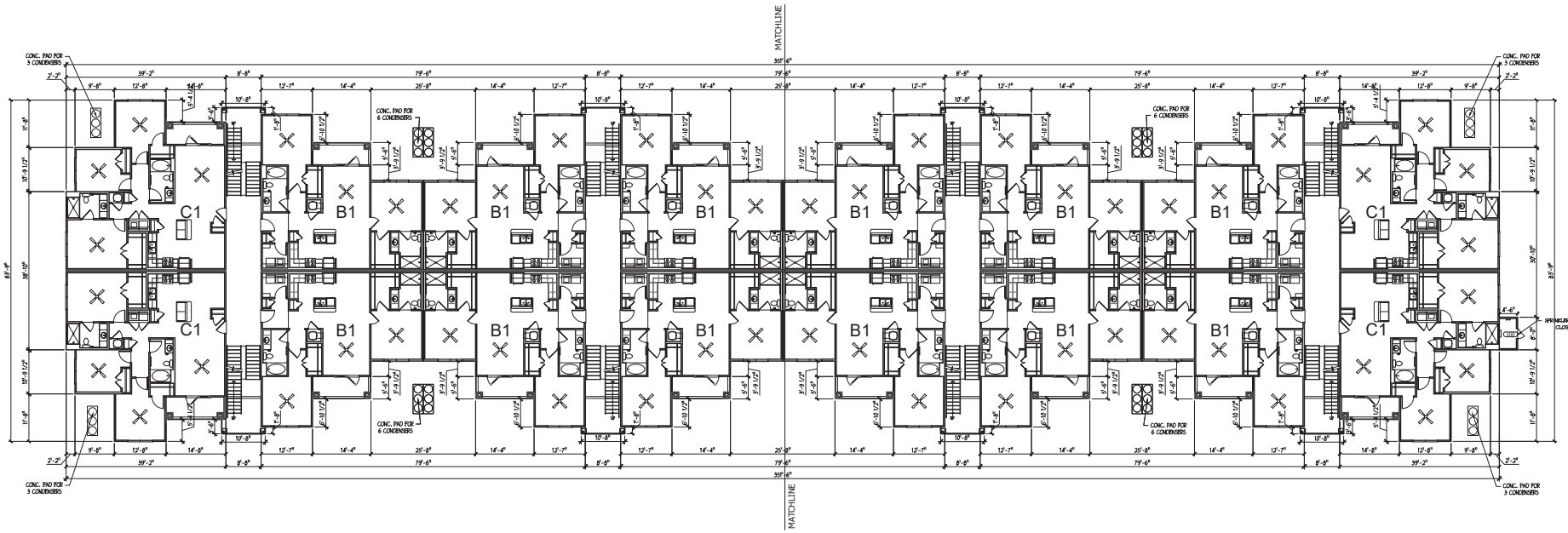
BUILDING PLANS
BUILDING # 3, 4

SHEET NO.

A1.1



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE N.T.S. BUILDING #8

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JOB NUMBER: E143
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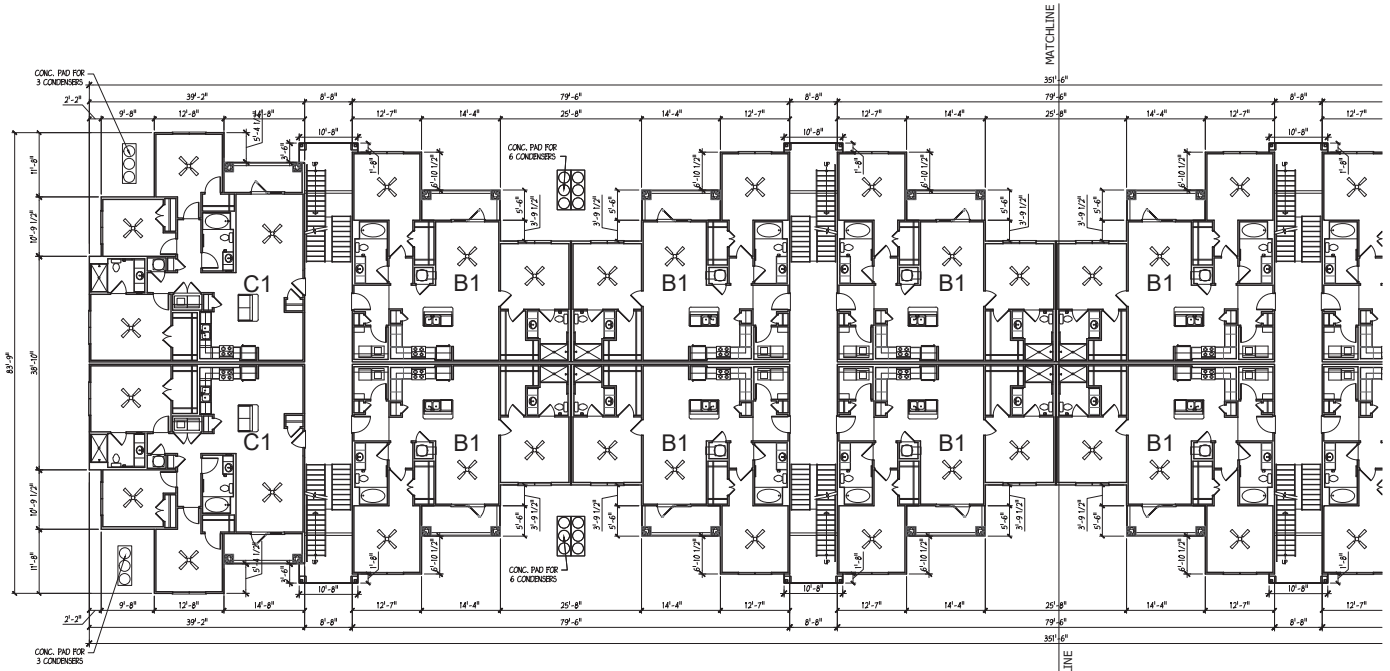
CHECKED BY:

BUILDING PLANS
BUILDING # 8

SHEET NO.
A1.2



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE 3/32" = 1'-0" BUILDING #8

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JOB NUMBER: E143

DRAWN BY:

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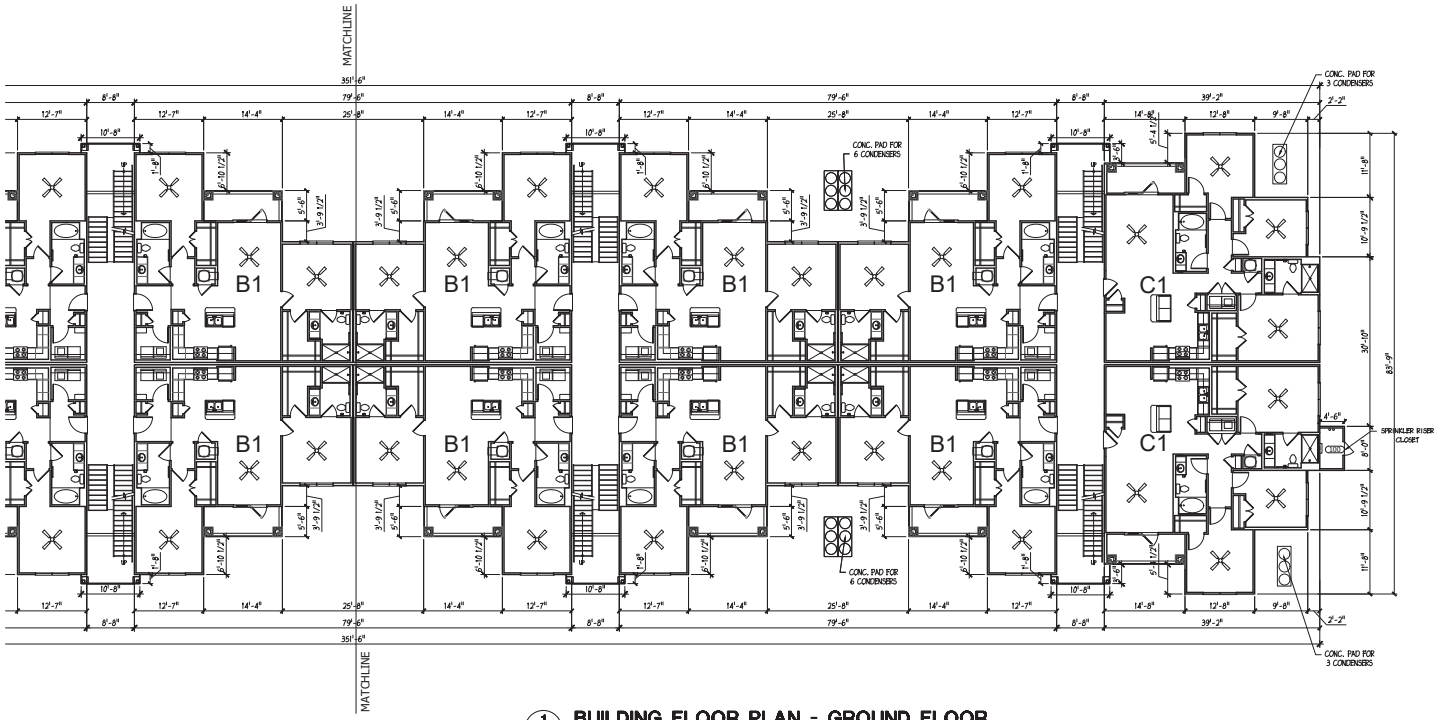
BUILDING PLANS
BUILDING # 8

SHEET NO.

A1.2a



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE 3/32" = 1'-0" BUILDING #8

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ARCHITECTS, INC.
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JOB NUMBER: E143

DRAWN BY:

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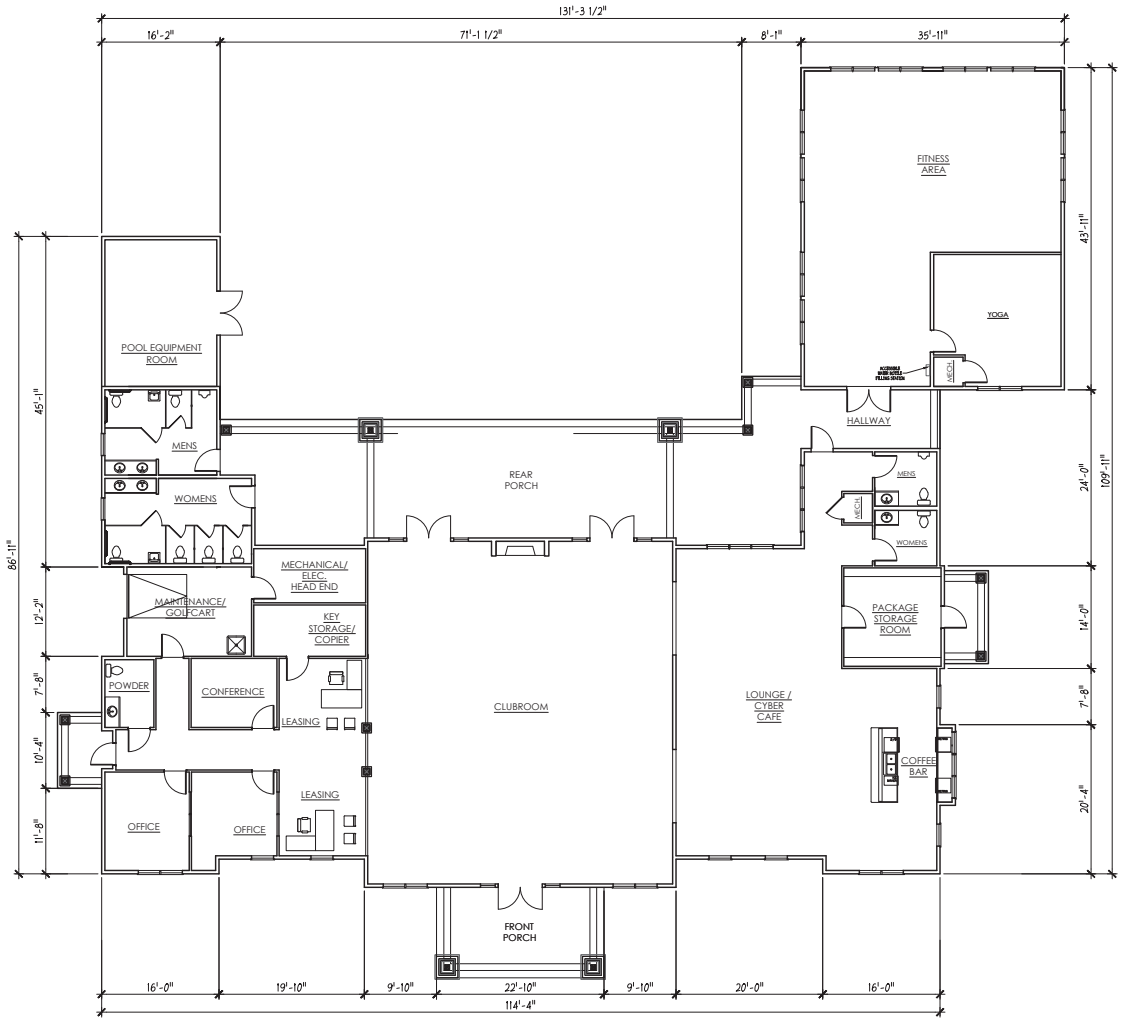
BUILDING PLANS
BUILDING # 8

SHEET NO.

A1.2b



1 A1.3 **LEASING OFFICE - FLOOR PLAN**

SCALE 1/8" = 1'-0"

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ARCHITECTS, INC.
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

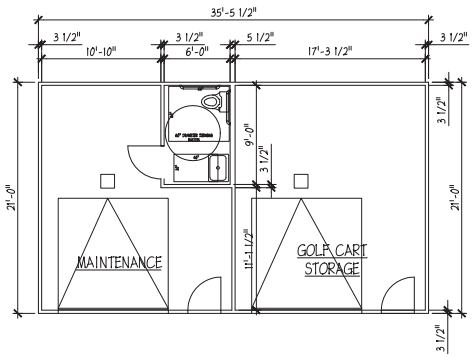
DRAWN BY:

CHECKED BY:

BUILDING PLANS
LEASING OFFICE

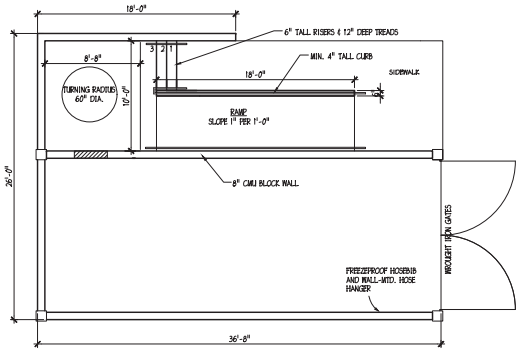
SHEET NO.

A1.3



1 A1.4 **MAINTENANCE OFFICE - FLOOR PLAN**

SCALE 3/16" = 1'-0"



2 A1.4 **TRASH COMPACTOR ENCLOSURE - FLOOR PLAN**

SCALE 3/16" = 1'-0"

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ARCHITECTS, INC.
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

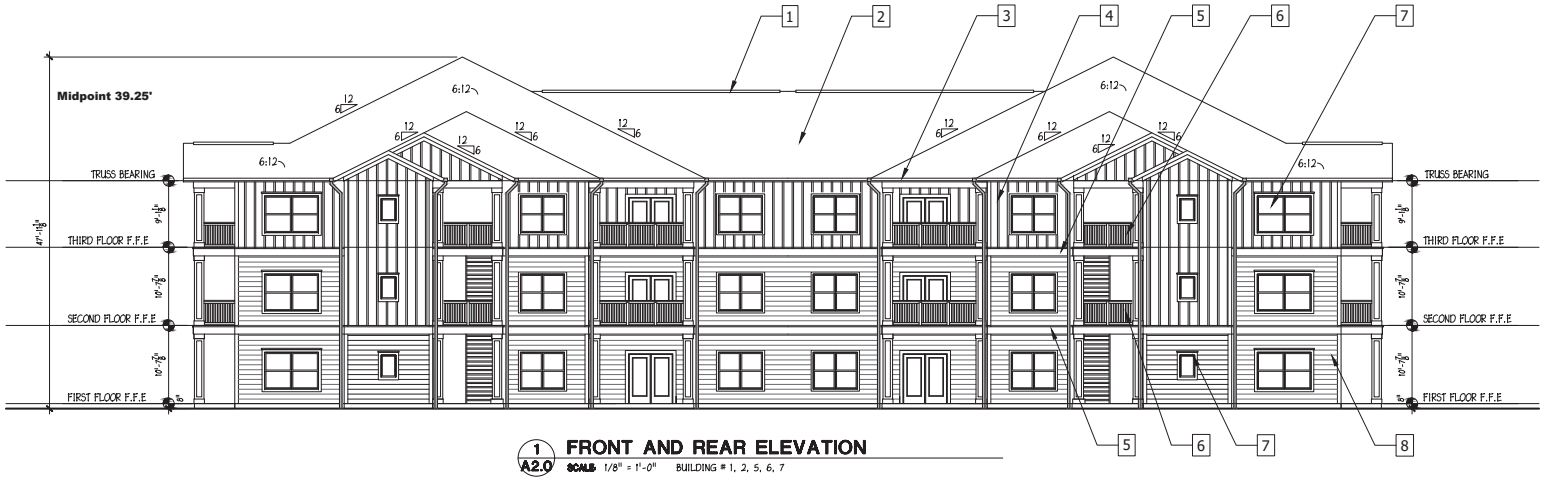
DRAWN BY:

CHECKED BY:

BUILDING PLANS
MAINT. OFFICE & TRASH

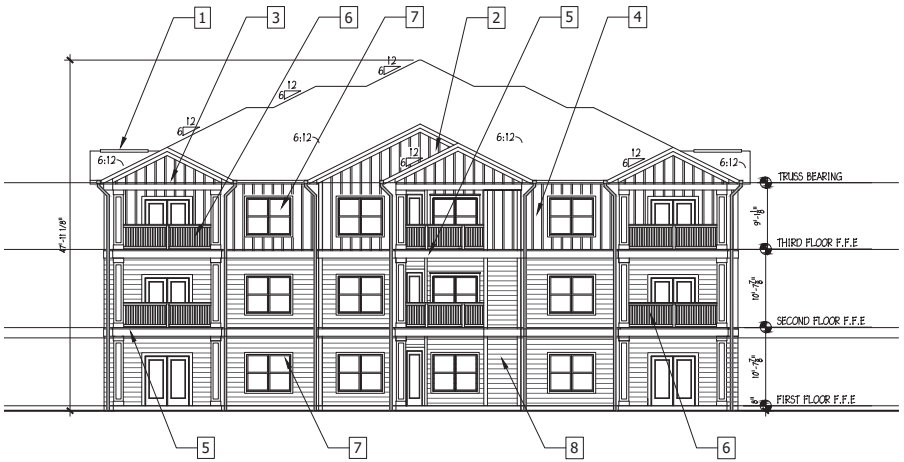
SHEET NO.

A1.4



1 A2.0 **FRONT AND REAR ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7



2 A2.0 **LEFT AND RIGHT SIDE ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 1, 2, 5, 6, 7

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

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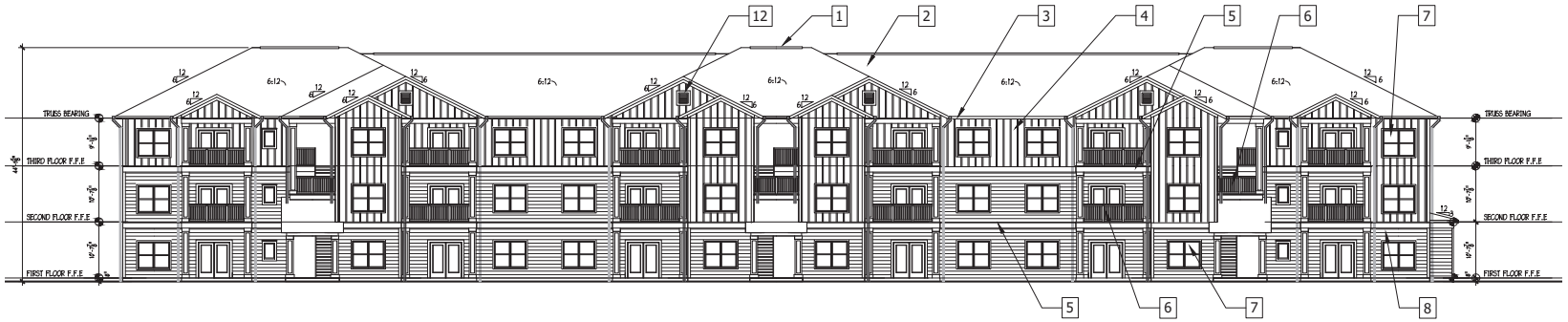
DRAWN BY:

CHECKED BY:

BUILDING ELEVATIONS
1, 2, 5, 6, 7

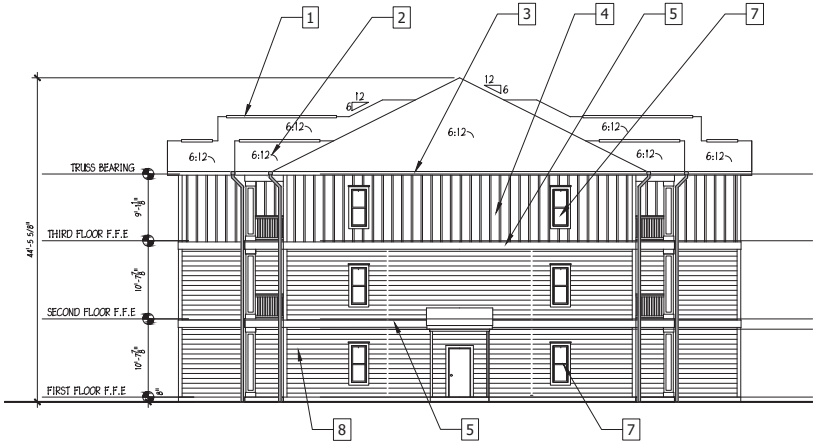
SHEET NO.

A2.0



1 A2.1 **FRONT AND REAR ELEVATION**

SCALE 3/32" = 1'-0" BUILDING # 3, 4



2 A2.1 **LEFT AND RIGHT SIDE ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 3, 4

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
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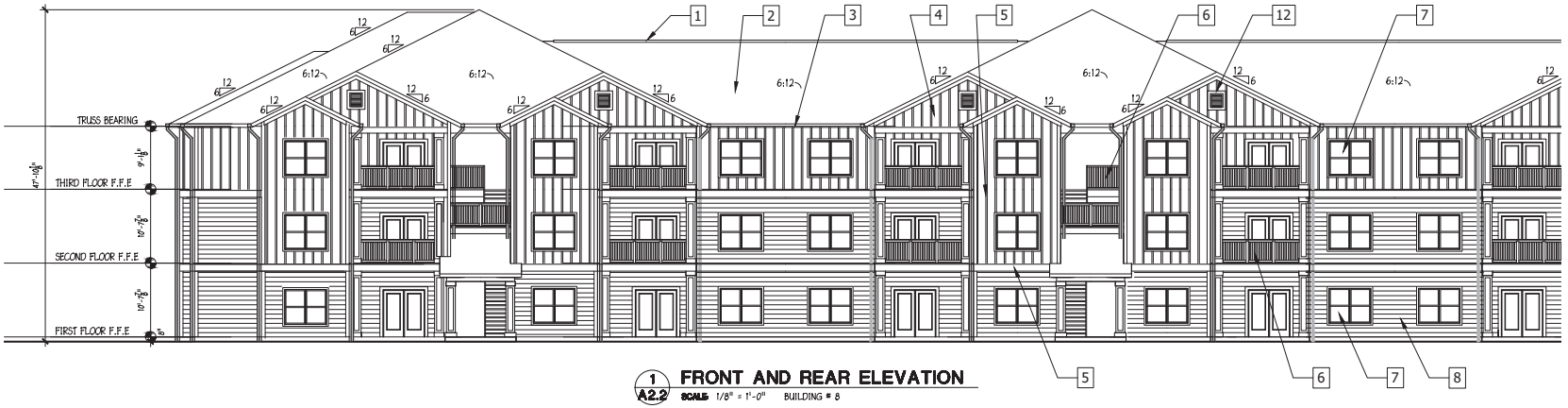
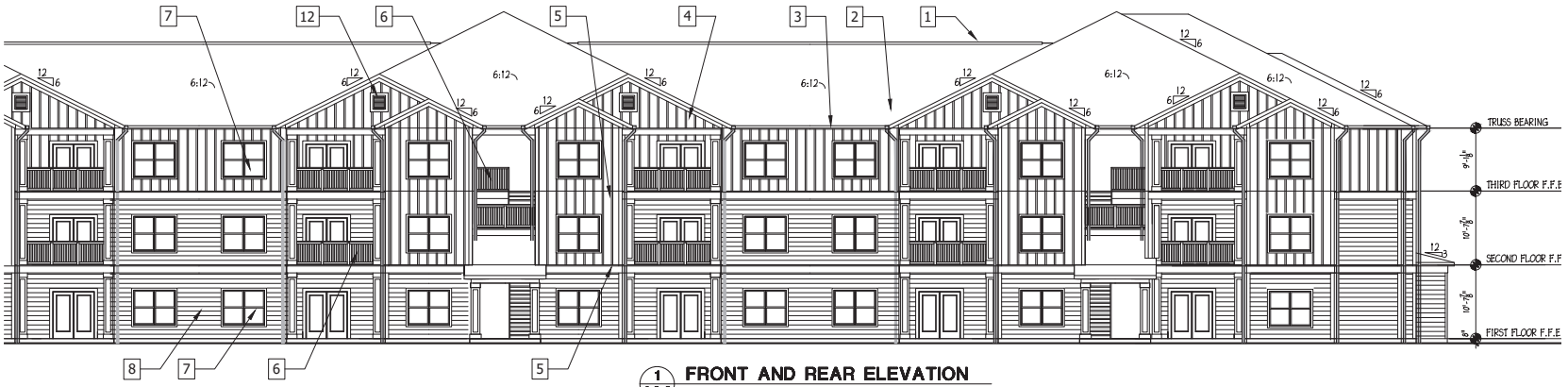
BUILDING ELEVATIONS
BUILDING # 3, 4

SHEET NO.

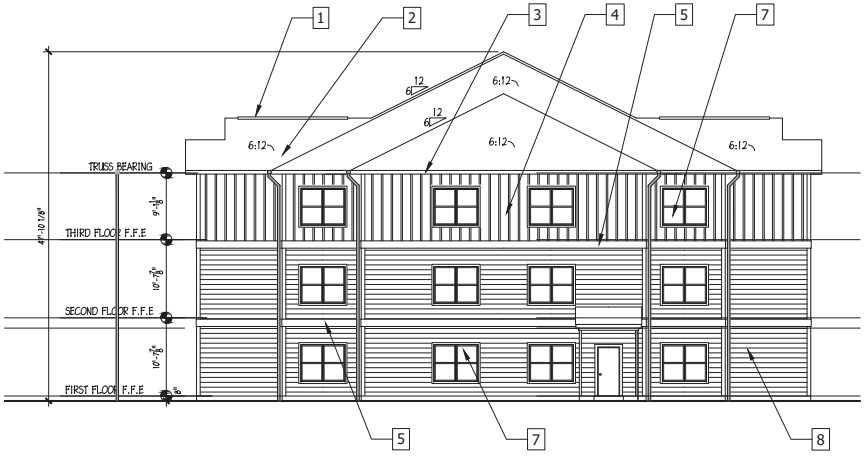
A2.1



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



1 A2.2 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8



2 A2.2 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 8

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

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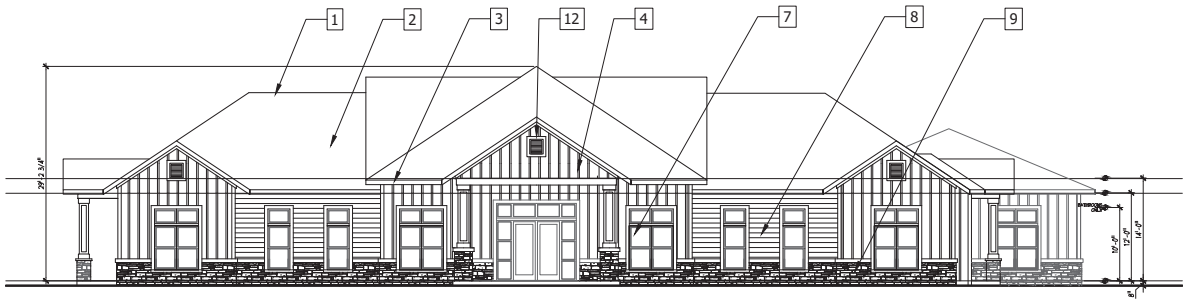
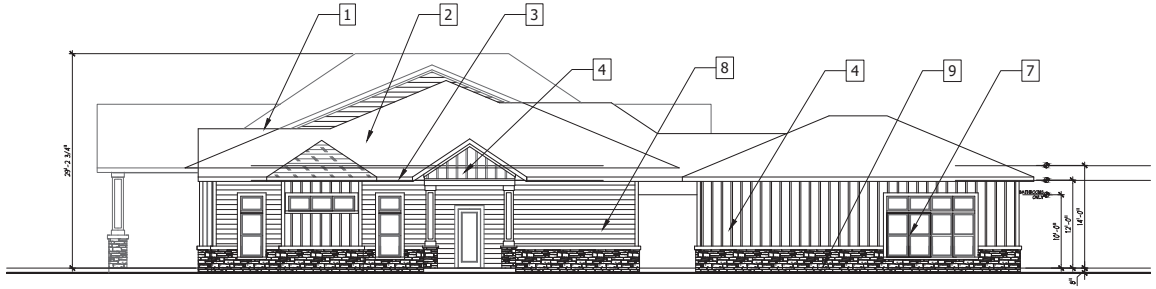
BUILDING ELEVATIONS
BUILDING # 8

SHEET NO.
A2.2



1 A2.3 **LEASING OFFICE - FRONT ELEVATION**
SCALE 1/8" = 1'-0"



2 A2.3 **LEASING OFFICE - RIGHT ELEVATION**
SCALE 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
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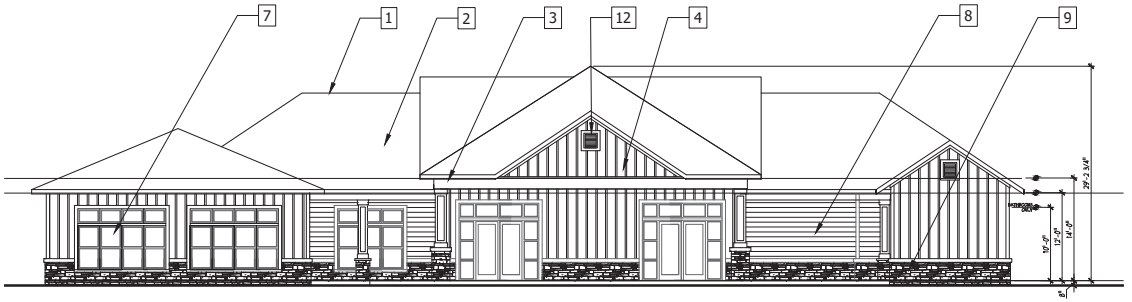
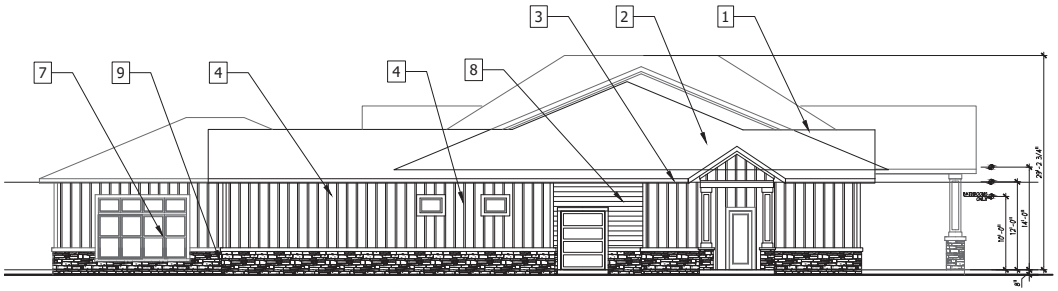
BUILDING ELEVATIONS
LEASING OFFICE

SHEET NO.
A2.3



3 A2.3 **LEASING OFFICE - REAR ELEVATION**
SCALE 1/8" = 1'-0"



4 A2.3 **LEASING OFFICE - LEFT ELEVATION**
SCALE 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
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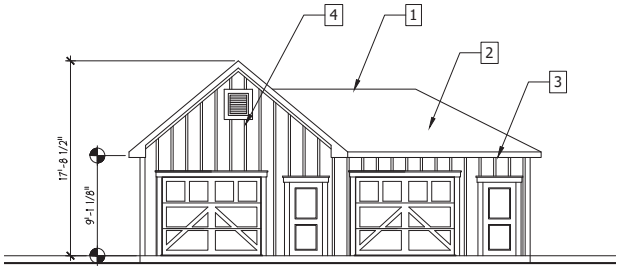
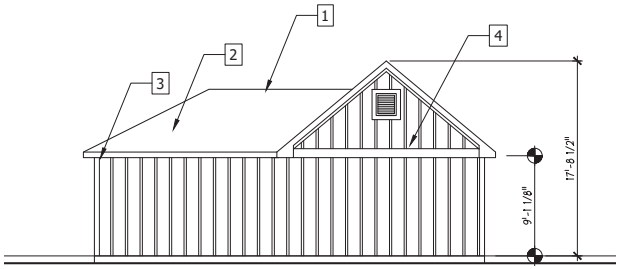
BUILDING ELEVATIONS
LEASING OFFICE

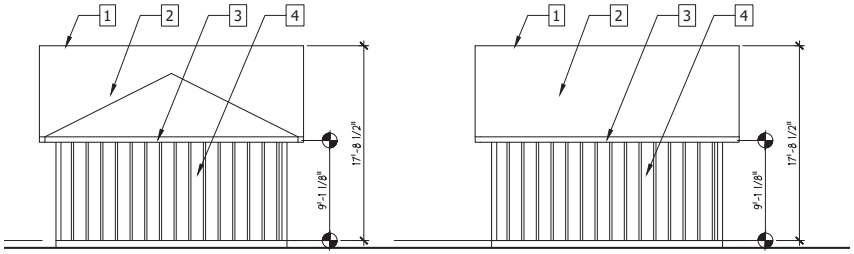
SHEET NO.
A2.4



1 A2.5 **MAINT. OFFICE - FRONT ELEVATION**
SCALE 3/16" = 1'-0"

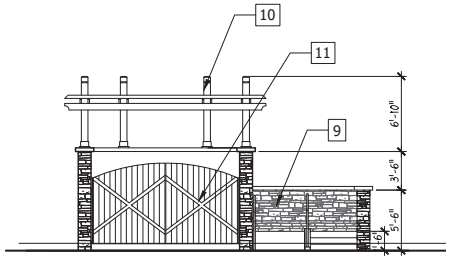


2 A2.5 **MAINT. OFFICE - REAR ELEVATION**
SCALE 3/16" = 1'-0"

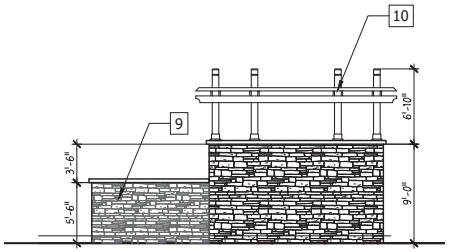


3 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"

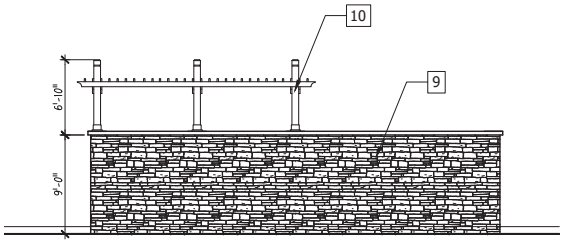
4 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"



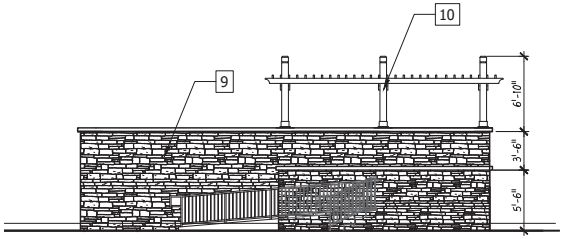
5 A2.5 **TRASH ENCLOS. - FRONT ELEVATION**
SCALE 3/16" = 1'-0"



6 A2.5 **TRASH ENCLOS. - REAR ELEVATION**
SCALE 3/16" = 1'-0"



7 A2.5 **TRASH ENCLOS. - LEFT ELEVATION**
SCALE 3/16" = 1'-0"



8 A2.5 **TRASH ENCLOS. - RIGHT ELEVATION**
SCALE 3/16" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. PREFABRICATED CEMENT PANELS
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE
12. DECORATIVE GABLE VENT

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:
ITEM: DATE:
PERMIT REVIEW 02-27-2020

REVISIONS:
TAG: DATE:

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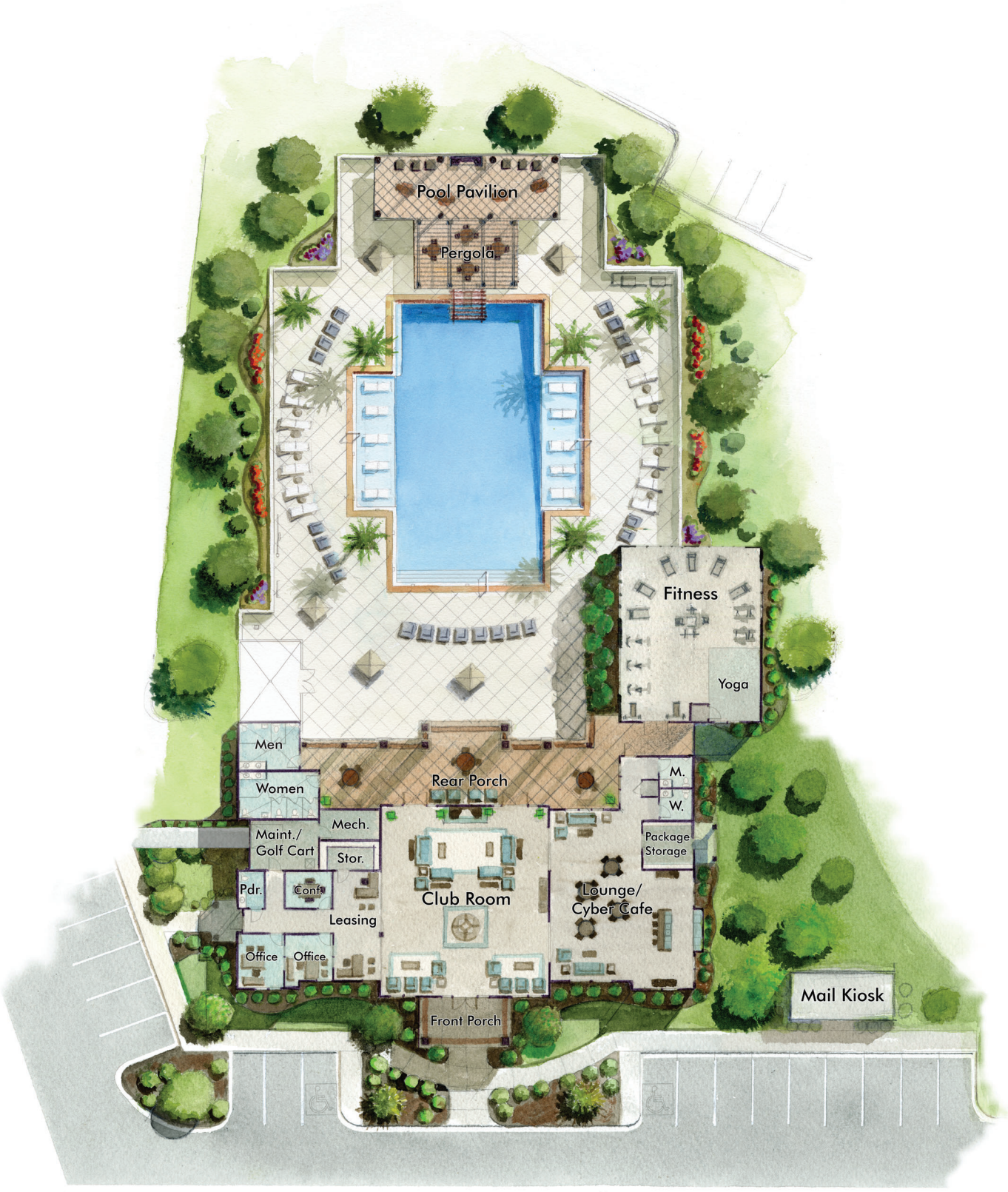
TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
MAINT. OFFICE & TRASH ENCLOSURE
SHEET NO.
A2.5




Pool Pavilion
Pergola
Fitness
Yoga
Men
Women
Rear Porch
M.
W.
Maint./
Golf Cart
Mech.
Stor.
Package
Storage
Pdr.
Conf.
Club Room
Lounge/
Cyber Cafe
Leasing
Office
Office
Mail Kiosk
Front Porch

Correspondence received after Planning Board meeting

From: Julie and Ken Sipes
To: Dauderis, Susan
Cc: Spraker, Steven; Lochert, Taylor
Subject: Petition re: Tymber Creek Apartments
Date: Friday, January 27, 2023 3:42:20 PM
Attachments: image001.png

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

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Hi Susan,

Our internet is out so the best we could do is take screenshots of the text of the petition and the current number of signers. Note, as of 3:30 pm on 1/26/2023 there were 2,333 signers.

It seems people are still signing, as at least two did within the last hour.

Again — here is the link, if you could provide this in the packet, as well, so interested parties can pull up the petition itself to review the details. It's all public.

https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

Thank you,
Ken and Julie

On Friday, January 27, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good morning,
>
> We would need this as soon as possible, by end of day today, for it to be part of the packet.
>
> Thank you,
>
> Susan
>
> ---
>
> **From:** Julie and Ken Sipes <cando2ormond@gmail.com>
> **Sent:** Wednesday, January 25, 2023 5:06 PM
> **To:** Dauderis, Susan <Susan.Dauderis@ormondbeach.org>
> **Cc:** Spraker, Steven <Steven.Spraker@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lochert, Taylor <Taylor.Lochert@ormondbeach.org>
> **Subject:** Re: Petition re: Tymber Creek Apartments

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Thank you. Now with the continuance what is the timetable, and by when would you need a pdf of the petition?

On Monday, January 23, 2023, Dauderis, Susan <Susan.Dauderis@ormondbeach.org> wrote:

> Good afternoon Julie and Ken,
>
> We are unable to include this in the packet for tomorrow's City Commission meeting, as the agenda packet has already been published. However, if you provide us with a paper or pdf/electronic copy of what it is that you want provided to the Mayor and Commissioners, we will get it to them.
>
> Thank you,
>
> Susan

Susan Carroll Dauderis, MA

City Clerk, City of Ormond Beach

22 South Beach Street , Ormond Beach, FL 32174

Main: (386) 677-0311 | Direct: (386) 676-3340 | Fax: (386) 676-3330

Susan.Dauderis@ormondbeach.org

www.ormondbeach.org

From: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Sent: Monday, January 23, 2023 7:15 AM
To: 'Julie and Ken Sipes' <cando2ormond@gmail.com>
Cc: Dauderis, Susan <Susan.Dauderis@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>
Subject: RE: Petition re: Tymber Creek Apartments

Good morning,

Thank you for your e-mail. I have forwarded your e-mail to the City Clerk for the City Commission item.

Steven

Steven Spraker, AICP

Planning Director

Planning Department

22 South Beach Street, Room 104

Ormond Beach, FL 32174

Direct Line: 386.676.3341

Department: 386.676.3238

Cell: 386.366.1590

Fax: 386.676.3361

E-mail: Steven.Spraker@ormondbeach.org

From: Julie and Ken Sipes <cando2ormond@gmail.com>
Sent: Friday, January 20, 2023 7:35 PM
To: Spraker, Steven <Steven.Spraker@ormondbeach.org>
Cc: Partington, Bill <Bill.Partington@ormondbeach.org>; Persis, Susan <Susan.Persis@ormondbeach.org>; Sargent, Travis <Travis.Sargent@ormondbeach.org>; Briley, Harold <Harold.Briley@ormondbeach.org>; Shanahan, Joyce <Joyce.Shanahan@ormondbeach.org>; Lori.Tolland@gmail.com
Subject: Petition re: Tymber Creek Apartments

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please see below the link for the petition. If you need it printed out, let us know.

If possible, please include this in the packet for the upcoming 1/24 meeting. If it is too late, then please include in the 2nd Reading packet on 2/7. (Hopefully there won't be a second reading.)

Thank you.

https://www.change.org/p/the-mayor-and-city-commission-of-ormond-beach-tymber-creek-apartments

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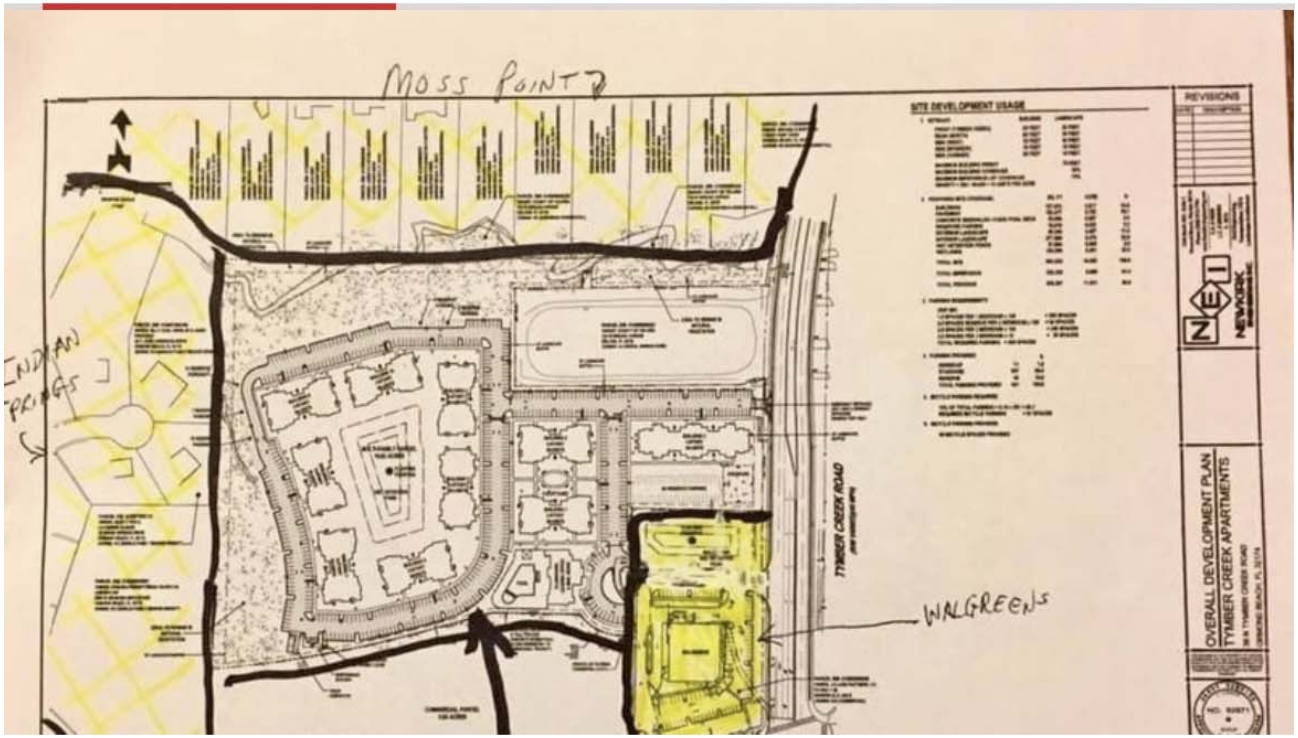
change.org

Petition details Comments Updates



TYMBER CREEK APARTMENTS

2,333 have signed. Let's get to 2,500!



Julie Sipes started this petition to The Mayor and City Commission of Ormond Beach

We have major concerns about the impact of the proposed high-density Tymber Creek Apartments located at the northwest of the intersection of West Granada Boulevard and Tymber Creek Road.

This development is not compatible with adjacent established residential areas of single-family homes and will negatively impact these property owners to the north, east, and west.

We are also concerned about the traffic from such a high-density development.

We request that the density be downsized and only single-family homes be permitted.

Furthermore, we request that Low-Impact Development principles be used, rather than wholesale clear-cutting of trees and large retention ponds. We believe it is important to preserve the natural beauty of the land.

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: December 8, 2022

SUBJECT: Tymber Creek Apartments, **Issuance of a Development Order**

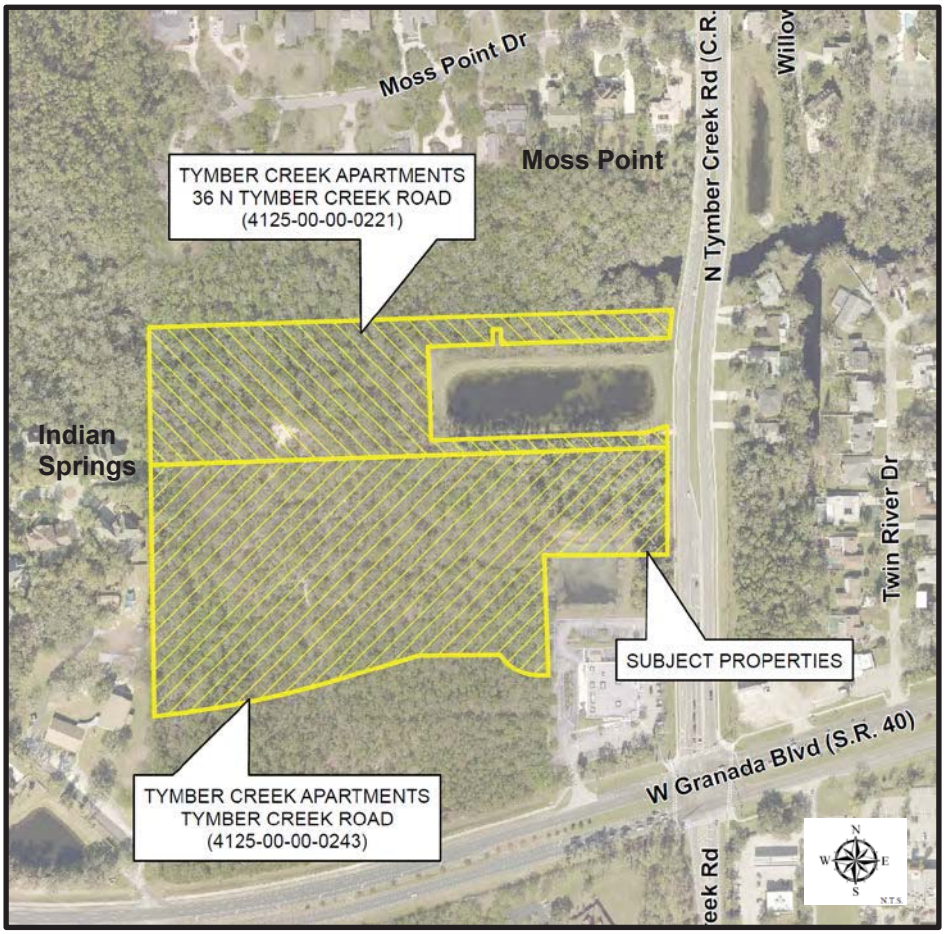
APPLICANT: VCP Ormond Beach II, LLC

NUMBER: PBD-2022-008(B)

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION: This is a request from Nika K. Hosseini, Esquire, Cobb Cole, on behalf of the property owner, VCP Ormond Beach II, LLC, for the issuance of a development order. The Tymber Creek Apartments Planned Business Development seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. The subject property is located at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The subject property is shown below.

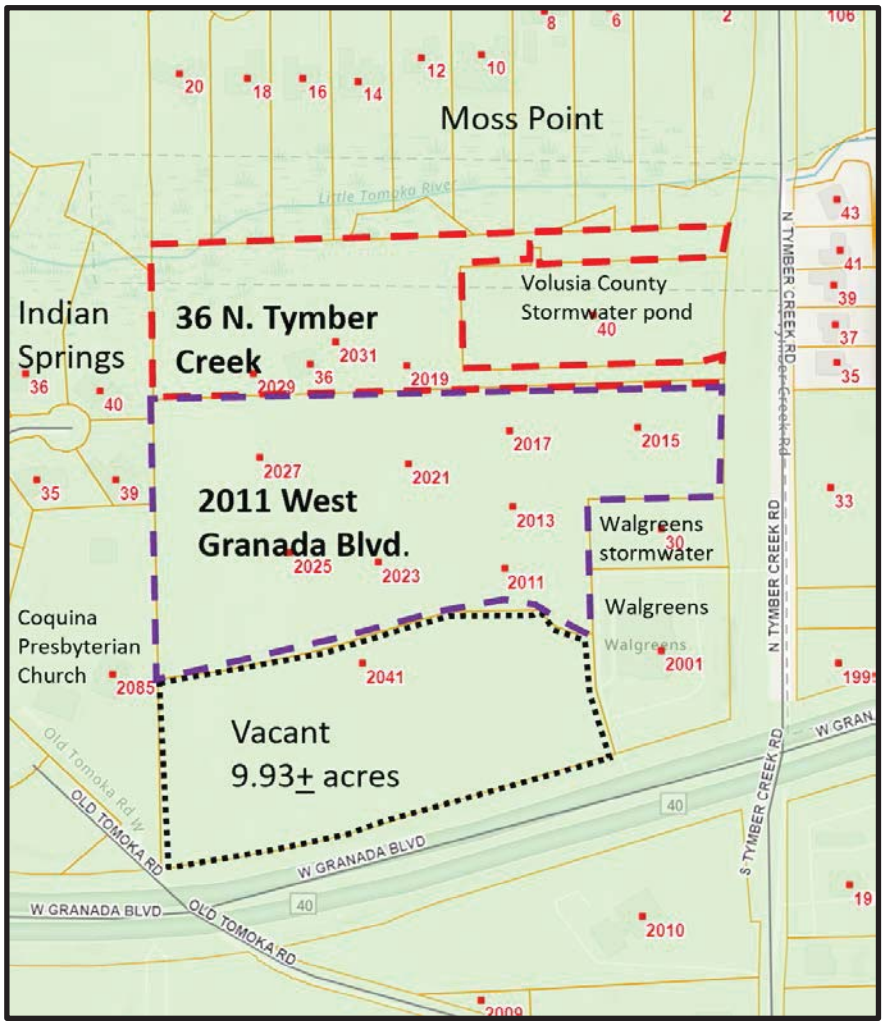
EXHIBIT 1: Project location, 36 North Tymber Creek Road and 2011 West Granada Boulevard



SECTION 2, BACKGROUND: The subject property consists of two parcels at 36 North Tymber Creek Road and 2011 West Granada Boulevard. The property at 36 North Tymber Creek Road is 6.40 acres and was annexed into Ormond Beach on May 26, 2020 with Ordinance 2020-17. On January 5, 2021, a Comprehensive Plan land use map amendment was approved with Ordinance 2020-56 to assign a city land use designation to 36 North Tymber Creek Road. The land use designation was amended from Volusia County "Environmental System Corridor" (ESC) to City of Ormond Beach "Open Space/Conservation" (OS/C) and Volusia County "Urban Low Intensity" (ULI) to Ormond Beach "Residential, Office, Retail" (ROR). No Ormond Beach zoning has been assigned to 36 North Tymber Creek Road and the assignment of zoning is the purpose of this application. The property at 2011 West Granada Boulevard has a land use classification of "General Commercial" and a zoning designation of B-8, Commercial.

Exhibit 2 shows the land area around the proposed Tymber Creek Apartments. The subject property proposes site access through the approximately 9.93-acre property at 2041 West Granada Boulevard that is currently vacant. The property at 2041 West Granada Boulevard has a "General Commercial" land use designation and a B-8, Commercial zoning classification. Walgreens is located at 2001 West Granada Boulevard and 30 North Tymber Creek Road (stormwater pond).

EXHIBIT 2: Abutting land area to Tymber Creek Apartments



There is a Volusia County stormwater pond located at 40 Tymber Creek Road. To the north of the subject property, there is the Moss Point subdivision. To the west of the subject property, there is Coquina Presbyterian Church and the Indian Springs subdivision.

The following are the abutting uses to the subject properties:

EXHIBIT 3: 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	Volusia County detention pond and Moss Point	"Open Space/Conservation" and "Suburban Low Density Residential"	SE, Special Environmental & SR, Suburban Residential
South	Vacant land and across SR40, Faith Lutheran Church and Riverbend Church	"General Commercial" "Public/Institutional" and "Suburban Low Density Residential"	B-8 (Commercial) & SR, Suburban Residential
East	Across Tymber Creek Road: Vacant Commercial and Single-Family Residential	"General Commercial" & Volusia County "Low Medium Intensity"	B-8 (Commercial) & Volusia County R-4, Urban Single-Family Residential
West	Coquina Presbyterian Church & Indian Springs	"Open Space/Conservation" & "Public/Institutional" and "Low Density Residential"	R-3, Single Family Medium Density

Project description: The project seeks to allow 300 multi-family residential units and associated site improvements. The applicant has provided site plans (ATTACHMENT 7) for the project and a summary (ATTACHMENT 6) of the project. Below is a summary of the project. The items listed in **bold** are items that require the issuance of a development order for the Planned Business Development

1. The site is approximately 19.62 acres. Site maps are included in ATTACHMENT 2
2. Land use density allowed = 471 residential units (28.72 units per acre).
3. Zoning density allowed = 164 units (10 units per acre).
4. **Tymber Creek Apartments density requested = 300 residential units (18.29 units per acre).** The Planned Business Development is required to obtain the density allowed by the land use which is over the zoning density standard of 10 units per acre.
5. Total site impervious area = 39.5%. Allowed impervious area = 75%.

6. Total pervious area = 60.5% including wetlands, natural areas and landscape areas.
7. The project access is proposed through a master access point on West Granada Boulevard (see sheets 21-23, ATTACHMENT 7) that will serve multiple uses including the existing Walgreens. The existing master access point for the commercial uses has an approved site plan to shift to the west from the existing Walgreens access point, in accordance with the approved Florida Department of Transportation permit. The project has been issued Florida Department of Transportation permits that are enclosed in ATTACHMENT 5.
8. Along Tymber Creek Road, the project proposes an emergency access only access point. The emergency access point is designed to allow access from fire station #94. The emergency access point would not allow general traffic to access Tymber Creek Road. The access point to Walgreens will remain unchanged. Based upon the connectivity of the overall parcels, individuals of the Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot. The project is required to install a right-hand turn lane on Tymber Creek Road into the Walgreens project (see sheet 24, ATTACHMENT 7)
9. There are ten (10) residential buildings. The buildings each have 30 units with the exception of building five that has 24 units and building three that has 36 units.
10. Buildings 1, 2, 3, 4, 6, 7, 8 and 9 are 162 linear feet. Building 5 is 175 linear feet. Building 10 is 249 linear feet. **Section 2-57(22)(c) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet.**
11. **The proposed building height is 39’3” for the multi-family buildings.** The B-8, Commercial allowed building height is 30’. Section 2-36(d)(3) of the Land Development Code: states, “Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes.” The application is seeking a building height of 39’3”.
12. The project proposes a clubhouse with a clubroom, fitness area, and lounge. The clubhouse is next to the project’s pool.
13. The project has 2.40 acres of wetlands. The project impacts are 0.14 acres or 5.7% of the wetland area. The area of wetlands remaining is 2.26 acres. The project has obtained a St. Johns River Water Management District permit for wetlands and stormwater (see ATTACHMENT 4).
14. The city’s Land Development Code requires an average setback of 75 feet from the wetland line. Sheet 86, ATTACHMENT 7 shows the additional wetland setback (over the required St. Johns River Water Management District 25’ wetland setback). The total land area preserved in a conservation easement is 5.04 acres.
15. The landscape buffers required for this project are 20’ foot landscape buffers for the north, west & east sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195’ to 130’ and narrows to 70’ in the northeastern portion of the buffer. The proposed west landscape buffer varies from 140’ to 57’ feet. The proposed east landscape

buffer along Tymber Creek Road is 20' feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffers around the Walgreens pond to the north requires a 6' foot which is shown, the west landscape buffer requires a 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County pond to the north, west and south sides require a 6' foot buffer and a 11'-6" foot is being proposed.

16. There are 7 historic trees on-site (4 Bald Cypress & 3 Live Oaks) all of which are being saved.
17. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site.
18. The anticipated average daily potable water and sewer flow rates are 108,960 gallons per day for water and 95,277 gallons of sewer. There is adequate water and sewer capacity to serve the project. The utility plans (sheets 43, 44, ATTACHMENT 7) show the construction of a public lift station to serve this use and other uses at 2041 West Granada Boulevard.
19. Stormwater management is provided by a proposed storm drain system routed to an interconnected StormTech exfiltration and dry retention (pre-treatment) to wet detention pond system. The comparison between the Pre/Post runoff shows the reduction of both rate of flow and volume of flow in accordance with the City of Ormond Beach regulations. The project has received a Saint Johns River Water Management District permit for the project stormwater system (See ATTACHMENT 4)
20. The project includes a dog park, pool area and an amenity area.
21. The project has fencing as follows:
    A. Decorative aluminum open style, 6' high: along Tymber Creek Road, Volusia County stormwater pond, entrance road.
    B. PVC vinyl, 6' high: along interface of north wetland area ("Open Space/Conservation" area) and portion of area abutting Coquina Presbyterian Church.
    C. Masonry wall, 6' high: Along area of Indian Springs, including on top of the retaining wall and abutting the future commercial area of 2041 West Granada Boulevard.

    Fencing screen wall and retaining wall details on Sheets 36, 36.1, and 36, ATTACHMENT 7.
22. The project abuts West Granada Boulevard (Florida Department of Transportation roadway) and Tymber Creek Road (Volusia County roadway). The Florida Department of Transportation roadway permits have been approved (see ATTACHMENT 5).
23. The project has submitted a series of traffic studies (see ATTACHMENT 5). A summary of the traffic studies is provided in the conclusion section of this report. The original traffic study included full access from Tymber Creek Road and an

analysis of the traffic impacts of the property at 2041 West Granada Boulevard. As the project developed, access onto Tymber Creek was restricted to emergency access only and the project only accesses West Granada Boulevard with a right in and right-out access point. The existing Walgreens access point is planned to be moved to the west and expanded to serve Tymber Creek Apartments, Walgreens, and the future commercial development at 2041 West Granada Boulevard.

An updated 2022 traffic analysis was required. This analysis included a review of the U-turn movements for individuals who were seeking to go east bound on West Granada Boulevard. The traffic analysis included the turning movements for the Riverbend Academy school expansion. The traffic impact analysis demonstrated that the residential use generates less trips than a commercial use and that the project meets concurrency requirements. The Florida Department of Transportation has issued permits for the project to access West Granada Boulevard (ATTACHMENT 5).

24. Sheet 88, ATTACHMENT 7 provides a distance exhibit of the proposed multi-family structures to existing residential structures.
25. Phasing (see Sheet 16 of ATTACHMENT 7) of project may be approved by the SPRC as a minor modification to the development order. The SPRC may allow Certificate of Occupancy for individual buildings that re completed in terms of building and site improvements and the reminder of the site is protected for construction activities.
26. The development order would contain hours of allowable outdoor construction of 7 a.m. to 7 p.m., Monday through Saturday.
27. The Planned Business Development would incorporate the uses and dimensional standards of the B-8, Commercial zoning district.

Project process: The Planned Business Development is reviewed and acted upon as two separate actions (1) zoning map amendment and (2) issuance of a development order. The two actions will be discussed together at the public hearing and require separate votes. The project has the following approval process:

1. **Site Plan Review Committee (SPRC).** The Site Plan Review Committee is comprised of city departments who review site plan applications for consistency with the Land Development Code and Comprehensive Plan. This committee provides a technical review of development submittals.
2. **Neighborhood meeting.** The Land Development Code requires a neighborhood meeting where a project abuts a residential zoning district. The neighborhood meeting was conducted on June 8, 2022 and is summarized in the analysis section of this report.
3. **Planning Board.** The Planning Board conducts one public hearing for a zoning map amendment and issuance of a development order. The Planning Board provides a recommendation to the City Commission. Applications, whether recommended for approval or denial, are forwarded to the City Commission for action. The Planning Board is appointed by the City Commission. The Planning Board in its recommendation is required to consider the following:

a. Application submitted by the applicant;
b. Staff report;
c. Written correspondence provided;
d. Testimony presented at the public hearing; and
e. Criteria for rezonings and issuance of a Development Order.

4. **City Commission.** The City Commission is an elected body that provides the final action on zoning map amendments and issuance of development orders. The tentative City Commission dates for this project are January 24, 2023 and February 7, 2023. Section 1-18(e) of the Land Development Code requires the City Commission to consider:

   a. Report and recommendation of the site plan review committee and the planning board.
   b. Report and recommendation of other city departments and advisory boards, as appropriate.
   c. Comments of governmental agencies, utility corporations and individuals, as received.

   Section 1-18 of the Land Development Code also provides the review criteria for development orders listed in the analysis section of this report.

The following exhibit displays the project's history to date:

EXHIBIT 4: Application process

PZ-20-63		
Action	**Date**	**Notes**
1st SPRC submittal	June 25, 2020	SPRC review: July 13, 2020
2nd SPRC submittal	October 13, 2020	SPRC review: November 24, 2020
3rd SPRC submittal	November 30, 2020	SPRC review: December 22, 2020
Neighborhood meeting	December 3, 2020	600' mail radius; newspaper ad
Expired	September 22, 2021	

Project PZ-20-63 expired based on lack of a re-submittal to the Site Plan Review Committee (SPRC) with a specified time period. The project was re-submitted and became PZ-22-008.

PZ-22-008		
Action	**Date**	**Notes**
1st SPRC submittal	December 7, 2021	SPRC review: December 26, 2021
2nd SPRC submittal	April 12, 2022	SPRC review: April 28, 2022
Neighborhood meeting	June 8, 2022	600' mail radius; newspaper ad
3rd SPRC submittal	June 9, 2022	SPRC review: June 23, 2022
4th SPRC submittal	July 12, 2022	SPRC review: July 22, 2022
5th SPRC submittal	July 29, 2022	SPRC review: August 24, 2022
6th SPRC submittal	October 25, 2022	SPRC review: November 22, 2022
Planning Board:	November 10, 2022	300' mail radius; newspaper ad; site posting

PZ-22-008		
Action	Date	Notes
City Commission, 1st	January 24, 2023	300' mail radius; newspaper ad
City Commission, 2nd	February 7, 2023	newspaper ad
SPRC 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/1015/Tymber-Creek-Apartments and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

Multi-family development in Ormond Beach

Staff's research has identified the following multi-family uses, ten (10) units or over, within the City of Ormond Beach:

EXHIBIT 5: Existing multi-family units (10 units and over)

Address	Name	Year Built	Number
84 S. Beach Street	Rio Robles Apartments	1971	26
450 Tomoka Avenue	Tomoka Garden	1973	16
500 Shadow Lakes	Shadow Lakes Apartments	1973	184
125 South Orchard Street	Orchard Garden	1974	30
1 Tomoka Meadows Boulevard	Ormond Beach Apartments	1975	10
140 Lincoln Avenue	Ormond Shores Apt.	1981	26
420 Lakebridge Drive	Oaks of Lakebridge	1984	170
1088 W. Granada Boulevard	Fisherman's Landing	1985	154
875 Wilmette Avenue (450 & 469 Lakebridge)	Willow Pond	1988	162
664 South Nova Road	Prince of Peace	1996	70
1500 San Marco Drive	San Marco *(annexed)*	2002	260
600 Crowne Commerce Court	Reserve at Ormond Beach *(annexed)*	2002	272
100 Hamilton Circle	Bermuda Estates	2004	344
765 West Granada Boulevard	Olive Grove	2010	88
570 Sterthaus Drive	Madison Glenn	2010	96
		TOTAL UNITS	**1,908**

Below, is a list of the existing multi-family condominiums within the City of Ormond Beach:

EXHIBIT 6: Existing condominiums

Address	Name	Year Built	Units
815 Ocean Shore Boulevard	Ormond Holiday Club	1969	40
915 Ocean Shore Boulevard	Shoreham	1970	56
89 South Atlantic Avenue	89 Oceanfront	1971	95
855 Ocean Shore Boulevard	Ocean Club North	1971	46
65 Seton Trail	Seton Court Condo	1971	26
935 Ocean Shore Boulevard	Bent Palm Club	1972	41
111 South Atlantic Avenue	Atlantis	1972	51
640 North Nova Road	Tomoka Oaks North Condo	1973	90
60 Vining Court	Sixty Vining CT Condo	1979	16
55 Vining Court	Fountain Square Condo	1980	40
1 Tomoka Oaks Boulevard	Escondido	1981	40
395 South Atlantic Avenue	Tidesfall	1981	55
901 South Atlantic Avenue	Aliki Atrium	1981	27
60 North Halifax Drive	Club View Villas	1984	16
203 Orchard Street	Thousand Oaks Condo	1984	54
20 Tomoka Avenue	River Bridge	1985	22
20 Tomoka Avenue	River Bridge	1985	22
596 North Nova Road	Baymeadows	1985	12
671-689 Wellington Station	Wellington Station *(annexed)*	1986	72
1 John Anderson Drive	Ormond Heritage	1994	156
875 Sterthaus Drive	Ormond Renaissance Condo	2017	28
		TOTAL UNITS	**983**

The most recent multi-family developments were constructed in 2010 with Olive Grove (tax credit housing), Madison Glen (senior housing) and Ormond Renaissance Condo (one building). There have also been townhome developments that has been less than 10 units per acre that include the Gardens of Addison (56 units), Ormond Grande (60 units) and the Cupola (12 units).

On August 3, 2022, the City Commission authorized Ordinance 2022-19 that approved a maximum of 312 residential units for the Regal Multi-Family project at 215 Williamson Boulevard. Prior to 2022, the Ormond Renaissance Condominiums was approved with Ordinance 2015-19 on May 5, 2015 for 286 multi-family units. Ormond Renaissance Condominiums has constructed one (1) of the ten (10) buildings with 252 units remaining. Staff is aware of the multi-family development that has occurred within neighboring jurisdictions and Volusia County.

The rate of growth within Ormond Beach is a key Planning item. Staff maintains the table below that includes the number of platted single-family homes, population growth, and permits. The population growth from 2010 to 2020 (census dates) was 4,943 or 1.3% per year. Residential permitting has decreased as the city nears a build out condition. The annexation of lands in the Interlocal Service Boundary Agreement area has provided the city zoning and permitting control of land areas that were in Volusia County (Plantation Oaks and RidgeHaven subdivisions) for residential development.

EXHIBIT 7: Ormond Beach population and permitting information

Year	Population [1]	Percentage Change	SFH lots platted - recorded [2]	SFH Permits [3]	MF units Permits [3]	Manufacture & Mobile Home Permits [3]
1980	**21,436**	No data	2,442	No data	No data	No data
Totals (1980-1989):			**2,442**	**No data**	**No data**	**No data**
1990	**31,460**	No data	322	No data	No data	No data
1991	No data	No data	299	No data	No data	No data
1992	No data	No data	172	No data	No data	No data
1993	No data	No data	0	167	0	6
1994	No data	No data	28	166	167	2
1995	No data	No data	207	175	0	28
1996	32,426	No data	328	198	0	62
1997	34,038	4.97%	252	228	16	104
1998	34,791	2.21%	129	245	31	93
1999	36,000	3.48%	215	270	4	132
Totals (1990-1999):			**1,952**	**1,449**	**218**	**427**
2000	**36,301**	0.84%	192	212	0	118
2001	37,000	1.93%	64	230	0	115
2002	37,603	1.63%	210	261	4	104
2003	38,325	1.92%	241	306	2	111
2004	39,000	1.76%	301	327	344	41
2005	39,683	1.75%	0	196	0	7
2006	40,294	1.54%	51	113	0	5
2007	40,941	1.61%	65	43	0	7
2008	40,920	-0.05%	89	84	0	1
2009	40,832	-0.22%	48	61	0	1
Totals (2000-2009):			**1,261**	**1,833**	**350**	**510**
2010	**38,137**	-6.60%	0	83	184	3
2011	38,376	0.63%	0	43	0	1
2012	38,612	0.61%	0	35	0	1
2013	38,557	-0.14%	0	84	0	1
2014	39,246	1.79%	47	105	0	1
2015	40,013	1.95%	49	138	0	0
2016	40,360	0.87%	103	150	0	0
2017	40,716	0.88%	137	158	0	0
2018	41,134	1.03%	0	66	43	0
2019	41,284	0.36%	166	49	41	0
Totals (2010-2019):			**502**	**911**	**268**	**7**
2020	**43,080**	4.35%	5	134	4	7
2021	44,046	2.24%	138	135	18	7
2022 [4]	44,671	1.42%	0	45	54	20
Totals (2020-2029):			**143**	**314**	**76**	**34**

Notes:

(1) Population estimates from University of Florida Business of Economic and Business Research. 1980, 1990, 2000, 2010 in **bold** are from the U.S. Census.

(2) SFH lots plats are taken from the Volusia County Clerk of Court website, http://app02.clerk.org/or_plats/

(3) Single-Family, multi-family, manufactured and mobile home permits from the Ormond Beach Building Department.

(4) 2022 permitting information as of November 25, 2022.

SECTION 3, ANAYSIS:

Within the Land Development Code there are threshold trigger points that require projects to obtain approval through a public hearing. The philosophy of the Land Development Code is to allow the Site Plan Review Committee, a technical committee of city staff, to review and approve permitted uses. Projects that trigger thresholds are required to be reviewed by the Site Plan Review Committee, Planning Board and City Commission. There are many trigger thresholds within the Land Development Code. The Tymber Creek Apartments have three (3) trigger thresholds within the project submittal as follows:

1. Density. The zoning density allows 10 units per acre and the land use density allows more units per acre. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
2. Building height: The Planned Business Development allows additional height over the 30' allowed by the zoning district. The request for the additional building density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.
3. Building length of building 10: The conditional use criteria for dwelling, multifamily requires a Planned Business Development for buildings over 180 linear feet. The request for the building length is not a waiver/variance, but does require a public review and an analysis of the development order criteria.

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."

Reason for a Planned Business Development amendment:

1. Density. The project density is a key component of the application. The land uses of the project allow the following density:

EXHIBIT 8: Comprehensive Plan density

Land Use Designation	Acres	Land use allowed density	Maximum number of units allowed
"Open Space/ Conservation"	3.2	0	0
"Residential, Office, Retail"	3.2	15	48
"General Commercial"	13.22	32	423
TOTALS	**19.62**	**NA**	**471**

The zoning designations would allow ten (10) units an acre or 164 residential units. The last major revision to the city's zoning districts occurred in 2009. The amendments allowed the Site Plan Review Committee (SPRC) to approve development that was at a density of ten (10) units per acre or less. Any development that sought a density higher than ten (10) units per acre would need to obtain a Planned Development designation. The Planned Development is a public hearing that allows public notice and an opportunity for a Planning Board recommendation and City Commission action. The request for the additional density is not a waiver/variance, but does require a public review and an analysis of the development order criteria.

2. Building height: Section 2-36(d)(3) of the Land Development Code:

> (3) *Building height.* Height limits may exceed that allowed by district regulations by a maximum of fifteen feet (15'), provided that the structure is so located as to not have an adverse impact on adjoining properties, particularly single-family homes. This additional height allowance will not be awarded for any portion of a structure located within fifty feet (50') of a single-family home or for a vacant site in a zoning district designed primarily for such use. In no case shall any building height exceed seventy-five feet (75') when measured from the average median lot elevation to the highest point of any structure and/or attached services.

The proposed building height is 39'3" for the multi-family buildings. Sheet 88, ATTACHMENT 7 shows the distance from single-family homes to the multi-family buildings. For the two single-family homes within Indian Springs the distance between structures is shown as 176' and 218'. For single-family homes with Moss Point, the distance between structures is shown as 624', 592, 577', 534', 619', and 557'.

28. Building Length. Buildings 1,2,3,4,6,7,8 and 9 are 162 linear feet. Building 5 is 175 linear feet. Building 10 is 249 linear feet. Section 2-57(22)(c) of the Land Development Code requires a Planned Development for any building length exceeding 180 linear feet. Building 10 is located along the Tymber Creek frontage of the property. The Land Development Code does not contain any criteria/conditions for buildings over 180 linear feet, except that a Planned Development is required.

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 previously provided a list of public benefits that would apply to the multi-family project:

1. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site.
2. The landscape buffers required for this project are 20' foot landscape buffers for the north and west sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195' to 130' and narrows to 70' in the north eastern portion of the buffer. The proposed west landscape buffer varies from 140' to 57' feet.
3. Additional plantings of 46 red cedars, 10 feet at planting, along the property line interface of Indian Springs.
4. Restriction of access to Tymber Creek Road to emergency access only.
5. The directional turning of building 8 was based on input from residents in Indian Springs.

Neighborhood meeting:

The project conducted a required neighborhood meeting on June 8, 2022 at the Coquina Presbyterian Church. The project attorney described the request at the neighborhood meeting. Key items discussed were:

1. Access to Tymber Creek Road. The project team described the emergency access onto Tymber Creek Road. There was acknowledgement that individuals from Tymber Creek Apartments could access Tymber Creek Road through the Walgreens parking lot.
2. Traffic. Traffic is heavy in the morning and the project will make it worse.
3. Concerns expressed about the U-turn movements on West Granada Boulevard.
4. Discussion of the project wetlands and buffers.
5. Based on a question, the project team stated that the project was not low income targeted and was a luxury, market rate apartment complex.
6. Discussion of a right-hand turn lane that was removed by the Florida Department of Transportation at the Indian Springs development.
7. Statement provided: Project should be made smaller. Not appropriate for the west Ormond area.
8. Statement provided: Additional density, beyond 10 units per acre is not appropriate.
9. Statement provided: That the project was not appropriate and that the traffic design was not appropriate.

10. Project team stated that residential uses generate less traffic impacts than commercial uses.
11. Statement provided: Apartments were not wanted at this location and that the project would diminish value of existing homes.
12. Statement provided: The project would create additional crime in area.
13. Question asked regarding Votran bus service. There is no Votran bus service west of I-95 currently.

Correspondence received:

ATTACHMENT 3 includes correspondence received on this application. The correspondence received included the following key points or statements provided below:

1. Traffic
   A. Concern of U-turn movements on West Granada Boulevard.
   B. Traffic is awful/horrendous already.
   C. Right turn into Indian Springs is treacherous.
   D. Negative impacts to intersection of West Granada Boulevard and Tymber Creek Road.
2. Incompatible use
   A. Impact to the existing residents in the area of the planned development.
   B. Will make our community less safe.
   C. We are a single-family community!
   D. The project is not compatible with the neighboring subdivisions. Any increase will be detrimental to the quality of life for the surrounding area's residents.
3. Density
   A. Density should be maintained at 10 units per acre.
   B. If the Land Development Code allow 164 now, then why would an increase be of any value to the residence of Ormond Beach.
4. Overdevelopment
   A. Horrible location planning for apartments.
   B. If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.
5. Site design
   A. Desire of a masonry wall along the Indian Springs property line.
   B. The project team should show the building locations and height.
   C. Configuration/location of the buildings – specifically building 8.

6. Quality of Life
   A. Only single-family residential has been approved west of I-95.
   B. Longtime residents of upscale communities deserve better consideration.
   C. The area is already overbuilt and this will do nothing to help the situation.
   D. Future management of complex.

Indian Springs meetings

City staff met with residents of Indian Springs which led to two meetings with the project team and the residents. Residents of Indian Springs presented concerns and comments on the project at an initial meeting on August 15, 2022 and a follow-up meeting on November 16, 2022. Specific items discussed included:

1. The location and height of a buffer wall. Several options were considered and at the meeting on November 16, 2022 the wall was requested to be extended an additional 100 to the south which was added to the current site plan.
2. The project team had the locations of buildings 8 and 9 marked. On November 16, 2022, the residents of Indian Springs, the project team, and city staff walked the site area of buildings 8 and 9. The project team provided a pole that showed the heights of the building. The project team provided revised building elevations to reduce the overall building height from 45’ to 39’3”.
3. Based upon these meetings, the project team added an additional planting of 46 red cedars, 10 feet in height at planting, along the property line interface of Indian Springs.
4. The project developer and the property owner of the house abutting house discussed the concept of adding plantings around the screen enclosure on the Indian Springs property owner’s lot as another layer of buffering.

On November 26, 2022, a letter from the Indian Springs Homeowner’s Association was received that requested:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to IS HOA.
2. The Residential Block Retaining Wall on north west side of subject property:
   a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
   b. Be a minimum of 10’ tall.

SECTION 4, PBD CRITERIA:

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 project seeks 300 multi-family units in ten (10) buildings. The architectural elevations are included in ATTACHMENT 7 and comply with the neo-eclectic architectural style. Design attributes include massing, exterior finishes of lap siding and stone veneer, board and batten siding, roof shingles, color changes, and building variation in the planes of the building.

b) Landscaping and related site amenities.

A landscape plan is provided in ATTACHMENT 7 and the city's Landscape Architect's analysis is included in ATTACHMENT 4. There are 7 historic trees (4 Bald Cypress & 3 Live Oaks) all of which are being saved. The site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site. All landscape buffers have been met or exceeded. The project is proposing a clubhouse, pool, and dog park.

c) Mitigation of off-site impacts.

The site plan has sought to eliminate any off-site impacts through (1) natural preservation, (2) landscape plantings, (3) buffer walls, and (4) shifting of building 8. The off-site traffic impacts have been reviewed by professional engineers and the Florida Department of Transportation and determined acceptable. The traffic generation from the multi-family residential use is less than other permitted uses allowed in the zoning districts.

Within the project correspondence, there are requests for denial based upon concerns of compatibility, traffic and density. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

d) Overall lighting plan, particularly in relation to aesthetics and glare.

A lighting plan is provided on Sheets 91 and 92, ATTACHMENT 7 and meets the requirements of the Land Development Code.

e) Overall signage plan, particularly related to aesthetics and readability.

The project signage will be designed in accordance with the city Land Development Code. No signage waivers are being sought.

SECTION 5, 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 I, Section 1-15. C.3 of the Land Development Code, the Planning Board shall consider the following when making its decision. The Planning Board may (1) approve the project as submitted, (2) deny the project as submitted, or (3) provide conditions/restrictions for approval.

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 subject property has land use classification and existing zoning designations that allow multifamily uses. The Land Development Code's framework requires a public hearing for any density above ten (10) units per acre. The project has exceeded landscaping requirements, required setbacks, and site buffering. The project team has met with residents of Indian Springs and added landscaping, turned building 8, and added masonry walls. Along Tymber Creek Road, the project team has voluntarily eliminated resident access to address concerns from residents of Tymber Creek Road area. The trigger thresholds of density, building height, and building length have been granted in other applications. Items such as compatibility, consistency with the Comprehensive Plan and traffic are addressed with other criteria.

Input on the project have asserted that the project is not consistent with the existing development patterns in western Ormond Beach that is primarily single-family residential. There is no multi-family development west of I-95 along West Granada Boulevard, Airport Road or Tymber Creek Road. Section 2-36(d)(3) of the Land Development Code allows applicants to request additional building height. The additional height allowance considers the impact of additional building height on single-family residential uses. A key decision point of the application is the appropriateness of requested density and building height. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

From a technical perspective, the proposed 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 existing Land Development Code allows the multifamily use with a 20' landscape buffer and a 50' building setback at two-stories and a density of 10 units per acre. The project submittal has provided additional landscape buffers, building setbacks, and site buffering.

2. The proposed development is consistent with the Comprehensive Plan.

The Comprehensive Plan contains a land use map that provides the vision of uses and residential intensity. The Comprehensive Plan is an overall guide/road map for development within Ormond Beach. The subject property has three land use categories that are defined in the Future Land Use Element as follows:

> **Open Space/Conservation (OS/C) – 3.2 acres**
>
> Purpose: This category includes two (2) subcategories: Parks, which includes public areas used for passive recreation, and Conservation which consists of areas within the City that have significant limitations to development, related to elevations, soils, probability of flooding, relationship to a major water body, wetland characteristics, or similar factors. This category of land use is applicable to all zoning districts.

Density: Not permitted.

Maximum FAR: 0.5

Residential, Office, Retail (ROR) – 3.2 acres

Purpose: A multi-use land use category to provide areas served by transit for use by residential uses, general office, medical and professional uses, restaurants, retail sales and personal services. It is expected that at least 30% of the undeveloped office/professional lands in the City will be developed with multi-family residential uses and adult care/retirement facilities. For projects that propose a mixture of residential and non-residential uses, the minimum FAR should be 0.2.

Density: Maximum: 15 units per acre.

Maximum FAR: Restaurants, retail sales, and personal services shall not exceed a 0.2 FAR. All other uses shall not exceed 0.5.

General Commercial (GC)

Purpose: A multi-use land use category to provide for the sales of retail goods and services, high density multi-family, professional offices and services, and restaurants, depending on the range of population to be served and the availability of transit. 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: 0.7 (2.0 within the Downtown Community Redevelopment area)

Below is the analysis of maximum development scenarios for residential and commercial uses from a Comprehensive Plan allowance:

EXHIBIT 9: Comprehensive Plan residential and commercial entitlements

Residential Uses						
Land Use Designation	Acres	Land use allowed density	Maximum number of units allowed	Total ITE Trip Generation(1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	15	48	266	12,288	13,488
"General Commercial"	13.22	32	423	2,343	108,288	118,863
TOTALS	19.62	NA	471	2,609	120,576	132,351

Notes:
(1) ITE Trip Generation, #221, Mid-rise multi-family of 5.54 trips per unit
(2) 256 gallons per day per unit
(3) 281 gallons per day per unit

Commercial Uses						
Land Use Designation	Acres	Land use allowed Floor Area Ratio	Maximum building square footage allowed	Total ITE Trip Generation (1)	Water Generation (2)	Sewer Generation (3)
"Open Space/ Conservation"	3.2	0	0	0	0	0
"Residential, Office, Retail"	3.2	0.2	27,878	1,052	4,182	3,554
"General Commercial"	13.22	0.7	403,104	15,217	60,466	51,396
TOTALS	19.62	NA	430,983	16,270	64,647	54,950
(1) ITE Trip Generation, #820, Retail of 37.75 trips per 1,000 square feet of gross floor area (2) Building square footage/ 100 X 15 (3) Water generation rate X 85%						

The application also supports the following policies in the Future Land Use Element of 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.

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 1.2.6.

New commercial development shall be required to provide appropriate buffers and landscaping to minimize negative impacts on surrounding uses.

Housing Element

GOAL 1. HOUSING SUPPLY

ENSURE THE AVAILABLITY OF SAFE AND ADEQUATE HOUSING UNITS OF DIFFERENT TYPES, SIZES, AND PRICE RANGES TO MEET THE NEEDS OF ALL CURRENT AND FUTURE RESIDENTS.

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.

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.

The application submitted is consistent with the Comprehensive Plan this application. The key consideration shall be the appropriate density of the land use can be utilized within the Planned Business Development.

3. The proposed development will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

The project has 2.40 acres of wetlands. The project impacts are 0.14 acres or 5.7% of the wetland area. The area of wetlands remaining is 2.26 acres. The project has obtained a St. Johns River Water Management District permit for wetlands and stormwater (see ATTACHMENT 4). The project has preserved 25.4% as natural preservation, saving all seven (7) historic trees on-site. The project has provided a Listed Species Report and Environmental Support Document regarding wildlife species and on-site wetlands. There are no wellfields or individual wells on-site. The Site Plan Review Committee concludes that the project will not adversely impact environmentally sensitive lands or natural resources, including but not limited to water bodies, wetlands, xeric communities, wildlife habitats, endangered or threatened plants and animal species or species of special concern, wellfields, and individual wells.

4. The proposed use will not substantially or permanently depreciate the value of surrounding property; create a nuisance; or deprive adjoining properties of adequate light and air; create excessive noise, odor, glare, or visual impacts on the neighborhood and adjoining properties.

The proposed project is consistent with the property's land use designation and zoning classification within the Planned Business Development. The property's land use and zoning are different than many other large parcels that have low density residential land use designations and zoning classifications in the west Ormond Beach area. Based on the location at the intersection of Tymber Creek Road and West Granada Boulevard a commercial land use designation was assigned, including the allowance of multi-family development. The project team has sought to design the project to minimize impact to the abutting residential properties at Indian Springs and Moss Point. Specific site design items include: emergency only access to Tymber Creek Road, addition of landscape plantings, turning of building 8, natural preservation areas that exceed the Land Development Code, and buffer walls and fences.

Through the site plan process, staff has received correspondence, participated in meetings, and attended the neighborhood meeting where individuals have expressed concern regarding the project density, impacts to surrounding properties, and stated that multi-family is not compatible next to single-family residential uses. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs. Specific correspondence is provided in ATTACHMENT 3.

Staff's analysis focuses on what the Land Development Code allows. The project can gain administrative Site Plan Review Committee approval for 164 units, two stories in height (30'), at 180 linear feet in length, accessed on both Tymber Creek Road and West Granada Boulevard with a 20' landscape buffer and a 50' building setback. Staff is also mindful that commercial uses are permitted uses that would have additional impacts (hours of operation and additional traffic). During the meeting with the project

team and the Indian Springs residents, building 8 has been the focal point of discussion and site redesign. Staff would recommend the elimination of building 8 to address concerns of incompatible uses. Staff concludes that the proposed project is consistent with the property's land use designation and the Planned Business Development classification and will not depreciate the value of surrounding property. The project's site plan 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.

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 abuts West Granada Boulevard (Florida Department of Transportation roadway) and Tymber Creek Road (Volusia County roadway). Both organizations have participated in the traffic/access review of this project. The project has submitted traffic impact analysis documents that have been reviewed by city staff, independent traffic consultant hired by the city, Volusia County, and the Florida Department of Transportation. ATTACHMENT 5 contains traffic related documents. Some documents only include the main report and attachments can be found at: https://www.ormondbeach.org/1015/Tymber-Creek-Apartments. The documents include:

   A. Florida Department of Transportation driveway and drainage permits for the project. These are the permits that allow the project access to West Granada Boulevard.

   B. Volusia County November 10, 2020 Traffic Impact Analysis approval. This approval was for the original traffic study that included (1) access on Tymber Creek Road and (2) 90,000 square feet of commercial uses on the 2041 West Granada Boulevard parcel. The Tymber Creek Apartments submittals would amend access to West Granada Boulevard only and Volusia County Traffic Engineering stated that no additional Volusia County review was required.

   C. Traffic Engineering Data Solutions, Inc., Site Access Analysis Review. Traffic Engineering Data Solutions, Inc. was hired by city staff to perform a traffic review of the project's traffic study. Traffic Engineering Data Solutions, Inc. reviewed the

August 30, 2022 site access analysis and determined it acceptable for traffic engineering and the city concurrency/traffic requirements.

D. Lassiter Transportation Group, August 30, 2022 – site access analysis. This analysis was required as an update to the original (August 2020) traffic impact analysis. The site access analysis included (1) the approved Florida Department of Transportation access/permits, (2) use current 2022 data and information, (3) incorporate the Riverbend Academy school expansion turning movements, (4) focus solely on the Tymber Creek Apartment multi-family use.

   Key findings included:

   1. Table 4, page 5: Project trip generation. Based upon the Institute of Transportation Engineers (ITE), Trip Generation Manual, 11th edition the total project trips are 1,386. The A.M. peak hour trips are 120 and the P.M. peak hour trips are 117.
   2. Figure 4A, page 9: 2024 A.M. Peak Hour Build-Out Volumes. This figure shows 83 A.M. peak hour trips making a U-turn at the unsignalized intersection of Coquina Presbyterian Church and Riverbend Church.
   3. Figure 4B, page 10: 2024 A.M. Peak Hour Build-Out Volumes. This figure shows 41 P.M. peak hour trips making a U-turn at the unsignalized intersection of Coquina Presbyterian Church and Riverbend Church.
   4. Conclusion, Page 14.
      A. The unsignalized study area intersections will continue to operate with the adopted LOS.
      B. The signalized study area intersections will continue to operate with the adopted LOS.
      C. The study area roadway segments will continue to operate with the adopted LOS.
      D. A 350-foot westbound right-turn lane (includes taper) is warranted at the project driveway, however, there is an existing 150-foot (includes taper) westbound right-turn lane at the driveway which is constrained because of its proximity to the signalized intersection of SR40/Granada Boulevard at Tymber creek Road. It is noted that this project access has been approved by FDOT at the time of this analysis update.

E. Lassiter Transportation Group, October 1, 2021 –access analysis. This analysis was an amendment to the October 2020 Traffic Impact Analysis. The analysis was done to evaluate the adequacy of the existing turn-lane lengths at SR40 at Coquina Presbyterian Church driveway to the west and the intersection of SR40/Tymber Creek Road to the east where project trips will make U-turn maneuvers. The analysis concluded:

   1. The unsignalized study area intersections will continue to operate with the adopted LOS.
   2. The signalized study area intersections will continue to operate with the adopted LOS.

F. Lassiter Transportation Group, October 2020 – Traffic Impact Analysis. This is the original project Traffic Impact Analysis. This study has been amended and updated. It is important to note that this analysis included (1) access onto Tymber Creek Road and the land area of 2041 West Granada Boulevard for the development of 90,000 square feet of commercial on 9.93 acres. Tables 9 and 10, page 11 of the analysis show the following trip generation:

EXHIBIT 10: Trip generation tables

Project Trip Generation

The trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 10th Edition of the *Trip Generation Manual* and is presented in Table 9.

Table 9
Gross Trip Generation
Tymber Creek Apartments

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Mid-Rise Multifamily	221	T=5.45(X)-1.75	300	DU	50%	50%	817	817	1,634
	Shopping Center	820	Ln(T)=0.68Ln(X)+5.57	90	KSF	50%	50%	2,799	2,799	5,598
							Totals:	3,616	3,616	7,232
A.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.36(X)	300	DU	26%	74%	28	80	108
	Shopping Center	820	T = 0.50(X)+151.78	90	KSF	62%	38%	122	75	197
							Totals:	150	155	305
P.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.44(X)	300	DU	61%	39%	81	51	132
	Shopping Center	820	Ln(T)=0.74Ln(X)+2.89	90	KSF	48%	52%	241	262	503
							Totals:	322	313	635

Due to the mixed-use nature of the development, a certain portion of the trips generated is expected to remain internal to the site, known as internal trips. Additionally, a portion of the trips known as pass-by trips (limited to 14% of the adjacent roadway traffic volume for County facilities, and 10% on State facilities) will be attracted to the development from existing traffic on the adjacent roadways. These internal trips were calculated using The National Cooperative Highway Research Program (NCHRP) Report 684 worksheet while pass-by trips were calculated using procedures outlined in the ITE Trip Generation Handbook, 3rd Edition. Internal and pass-by trips were deducted from the gross trip generation and the resulting net new external a.m. and p.m. peak-hour trips are provided in Table 10.

Table 10
Net Trip Generation
Tymber Creek Apartments

Time Period	Land Use	Total Trips			Internal Capture Trips			Pass-by Capture Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
A.M. Peak-Hour	Mid-Rise Multifamily	28	80	108	1	1	2	0	0	0	27	78	105
	Shopping Center	122	75	197	1	1	2	0	0	0	121	74	195
	Totals:	**150**	**155**	**305**	**2**	**2**	**4**	**0**	**0**	**0**	**148**	**152**	**300**
Time Period	**Land Use**	**Total Trips**			**Internal Capture Trips**			**Pass-by Capture Trips**			**New External Trips**		
		Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**
P.M. Peak-Hour	Mid-Rise Multifamily	81	51	132	37	21	57	0	0	0	44	30	74
	Shopping Center	241	262	503	21	37	59	74	77	151	146	148	294
	Totals:	**322**	**313**	**635**	**58**	**58**	**116**	**74**	**77**	**151**	**190**	**178**	**368**

An important aspect of this application is the traffic and trip generation. While this analysis has been updated, it is important to note the trip generation of multi-family residential versus commercial uses. The traffic analysis shows that the residential use has a lower trip generation in the daily trips, a.m. peak hour, and p.m. peak hour. The Tymber Creek Apartments is a larger parcel (19.62 acres versus the 9.93 acres in this analysis) and permitted commercial uses would have greater traffic impacts than the current application.

Based upon the issuance of the Florida Department of Transportation permits and the traffic analysis prepared for this project, staff concludes the ingress and egress to the property and traffic patterns are designed to protect and promote motorized vehicle

and pedestrian/bicycle safety and convenience, allow for desirable traffic flow and control, and provide adequate access in case of fire or catastrophe.

7. **The proposed development is functional in the use of space and aesthetically acceptable.**

   The site design allows a function use of space and is aesthetically acceptable. The project provides recreational area for residents including the clubhouse, pool and dog park area.

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. Fire safety SPRC reviewers have determined that the project is acceptable.

9. **The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.**

   The proposed material and architectural features are compliant with the Land Development Code regulations. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

10. **The testimony provided at public hearings**.

    This application has not been heard and no public testimony has been provided.

SECTION 6, RECOMMENDATION:

The Planning Board has three (3) options in the review of this application:

1. Approve as submitted.
2. Deny as submitted.
3. Approve the project with conditions. An example of the conditions would be the request from the Indian Springs Homeowner's Association to eliminate buildings 8 and 9 based on impacts to Indian Springs.

Key aspects in the review of the application:

1. Multi-family dwellings are an allowed use within the B-8, Commercial zoning designation.
2. The land use density allows 471 residential units and the zoning density allows 164 residential units. In order to exceed 164 residential units, a Planned Business Development is required and the criteria are included in this staff report.
3. The proposed use of multi-family dwellings has a lower trip generation than other commercial uses allowed as permitted uses (no public hearing required).
4. The project has provided public benefits through the Planned Business Development that may or may not occur with a permitted use site plan. These include restricted access onto Tymber Creek Road, larger building setbacks, increase landscape buffers, increase overall land preservation, minimal wetland impacts, turning of a building, and increase fence/wall buffering.
5. The trigger thresholds that require a Planned Business Development are (1) density, (2) building height, and (3) building length.

6. Project correspondence has been included in ATTACHMENT 3 and demonstrate concerns about compatibility, traffic, density, quality of life, and site design. These correspondences generally seek option 2 above to deny the application.
7. Both the project team and Indian Springs have met to discuss the project impacts and potential project alternatives. The project team has been responsive in seeking site design solutions to address the concerns expressed. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks Option 3 (approve with conditions) above to eliminate buildings 8 and 9 based on impacts to Indian Springs.
8. Florida Department of Transportation permits have been issued for this project.
9. The project has wetland and stormwater permits from the St. Johns River Water Management District.

It is recommended that the Planning Board recommend **APPROVAL** of PBD 2022-008 that approves a Planned Business Development construction of 300 multi-family units on 19.62 acres at 36 North Tymber Creek Road and 2011 West Granada Boulevard with the condition of the elimination of building 8. During the meeting with the project team and the Indian Springs residents, building 8 has been the focal point of discussion. The project is tentatively scheduled for the City Commission on January 24, 2023 (first reading) and if approved on first reading, the second reading on February 7, 2022 (final reading).

Another option available to the Planning Board would be to deny the application. If there is a desire to deny the application, Criteria 4 and 10 could provide the denial framework. A third option is to approve the project with conditions. The Indian Springs Homeowner's Association letter dated November 26, 2022 seeks to eliminate buildings 8 and 9 based on impacts to Indian Springs.

Attachments:

Attachment 1: Site Plan Review Committee comments

Attachment 2: Maps of the project area

Attachment 3: Project correspondence

Attachment 4: Environmental information

Attachment 5: Traffic information

Attachment 6: Applicant provided information

Attachment 7: Site plans

ATTACHMENT 1

Site Plan Review
Committee comments

Project Name: PZ-22-008
Project Description: Tymber Creek Apartments
Review Comments List Date: 11/27/2022

Ref. # 77, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Wall and Building Review, 36.1 WALL DETAILS.pdf

The review of this wall requires the design calculations being reviewed for the structural capability adjacent to the wet detention facility and the building in close proximity. The two structures will require separate building permits. The City of Ormond Beach will require an independent review by a structural engineer for the correlation between the structures. This review will be completed and the cost will be the responsibility of the developer.

Ref. # 78, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Building Code, 36.1 WALL DETAILS.pdf

This should reference the 2020 Florida Building Code (7th Edition).

Ref. # 79, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil- Building Location, 36.1 WALL DETAILS.pdf

Show the location of the building foundation on this cross section.

Ref. # 80, Civil Engineer, David Allen, 11/1/22 2:46 PM, Cycle 6, Unresolved

Markup: Civil-Distance, 36.1 WALL DETAILS.pdf

Provide distance from segmental wall to building footprint.

Ref. # 81, Civil Engineer, David Allen, 11/1/22 3:02 PM, Cycle 6, Unresolved

Markup: Civil-Wall Comments, 36 WALL DETAILS.pdf

See the comments on Sheet 36.1 regarding the review of the segmental block walls.

Ref. # 83, Civil Engineer, David Allen, 11/16/22 3:14 PM, Cycle 6, Unresolved

Markup: Civil-Lighting, 91 PHOTOMETRIC.pdf

The details for the lighting includes wall mounted, WSG4L45K, fixtures. However, the photometric plan does not indicate additional foot-candles. Where will the wall mounted lights be placed? Will these light fixtures also need the glare guards?

Ref. # 73, Landscape Architect, Cara Culliver, 7/13/22 11:25 AM, Cycle 4, Unresolved

Markup: Landscape Comment Sheet 67, 67 OVERALL LANDSCAPE.pdf

- The provided ground covers for the front buffer is 153 and not 212, please check the math.

Ref. # 75, Landscape Architect, Cara Culliver, 8/9/22 5:08 PM, Cycle 5, Unresolved

Markup: Total Amount of Tree Provided Chart, 72 LANDSCAPE DETAILS.pdf

- See mark-up regarding the numbers, please correct.

Ref. # 82, Landscape Architect, Cara Culliver, 11/3/22 2:21 PM, Cycle 6, Unresolved

Markup: Sheets 67 & 72, 67 OVERALL LANDSCAPE.pdf

- Sheet #72 was not submitted and has outstanding comments.
- Sheet 67 has not been corrected, comment on project doxs.

ATTACHMENT 2

Maps of the project area



AERIAL MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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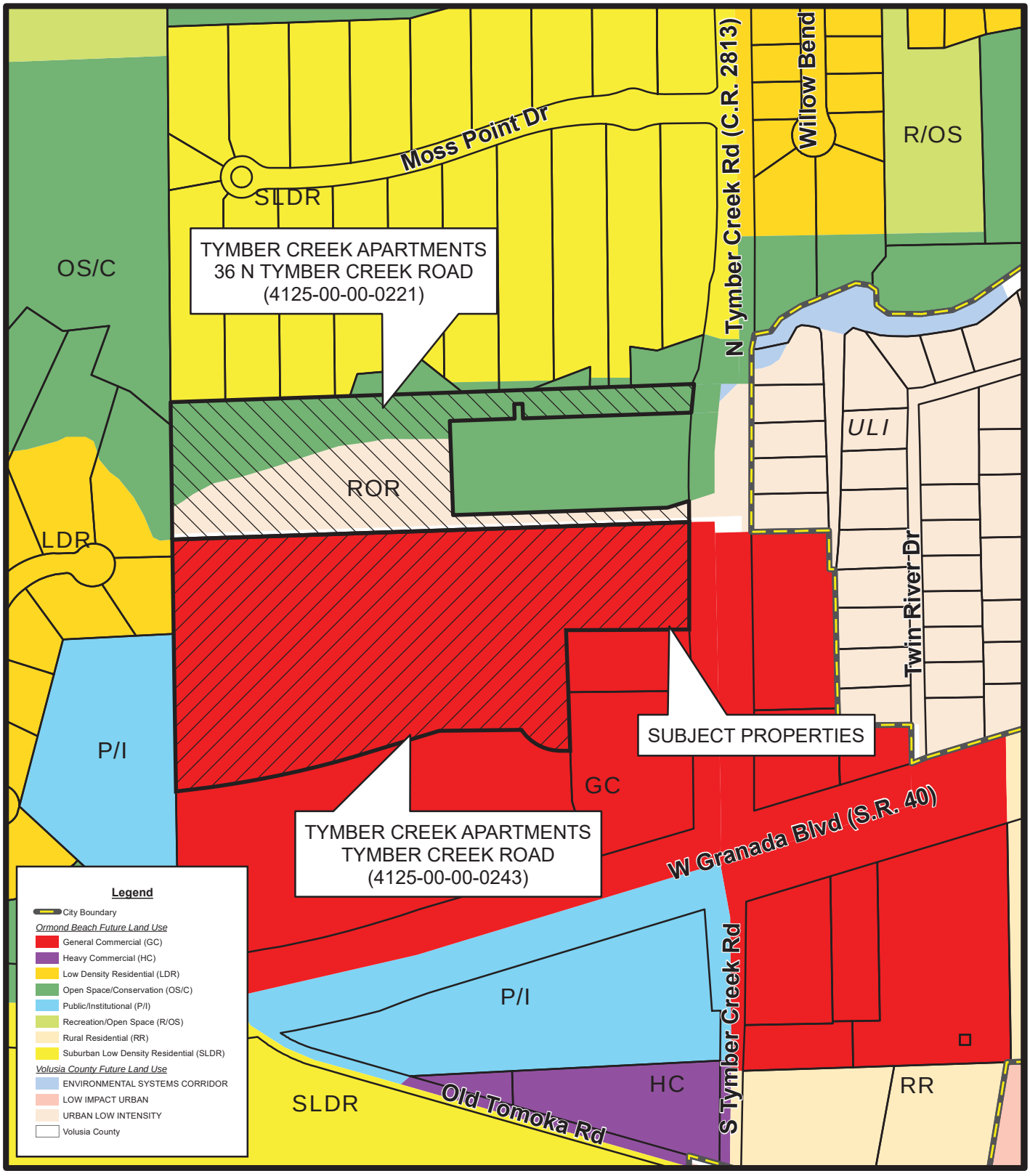

FUTURE LAND USE MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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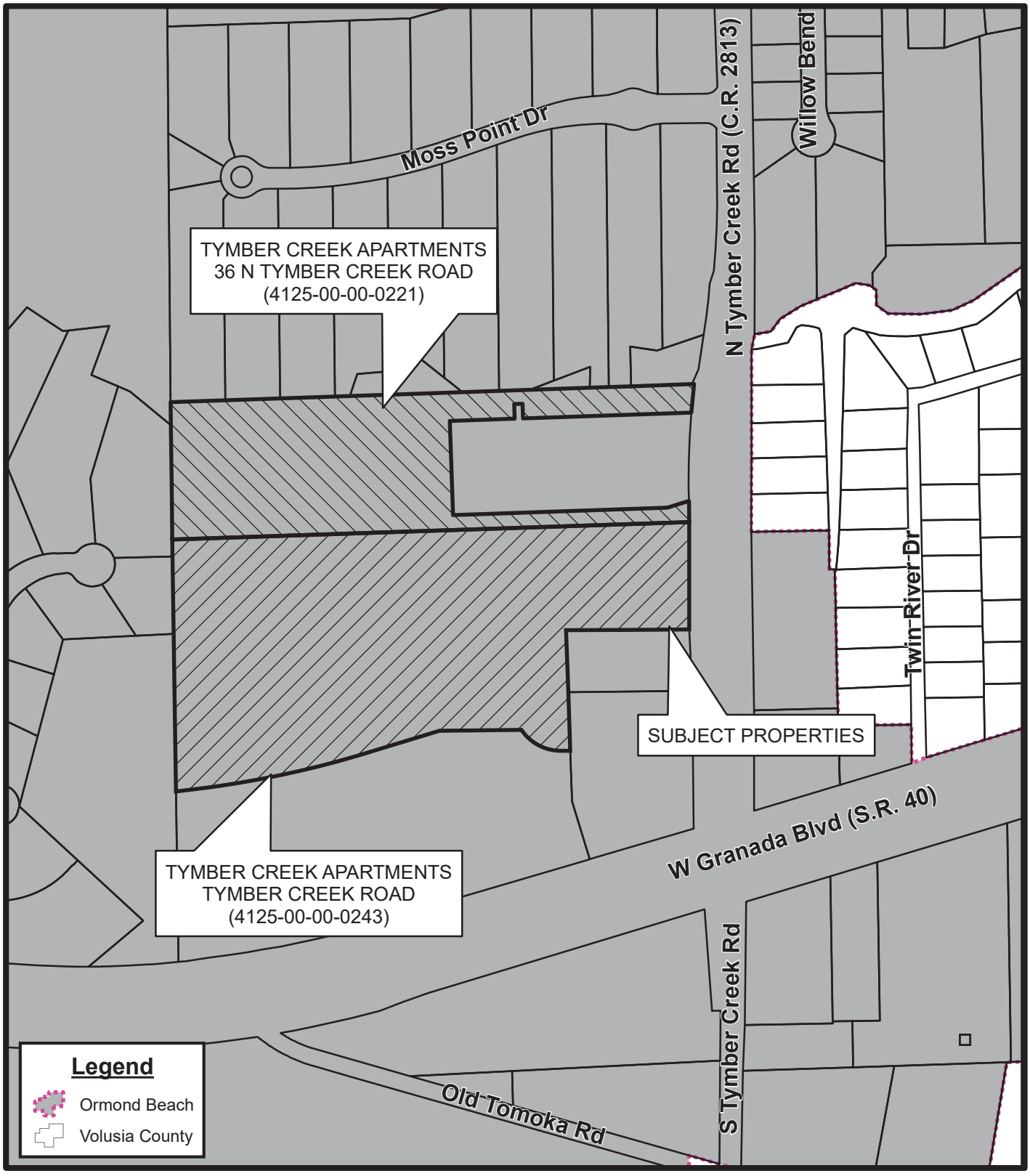

LOCATION MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

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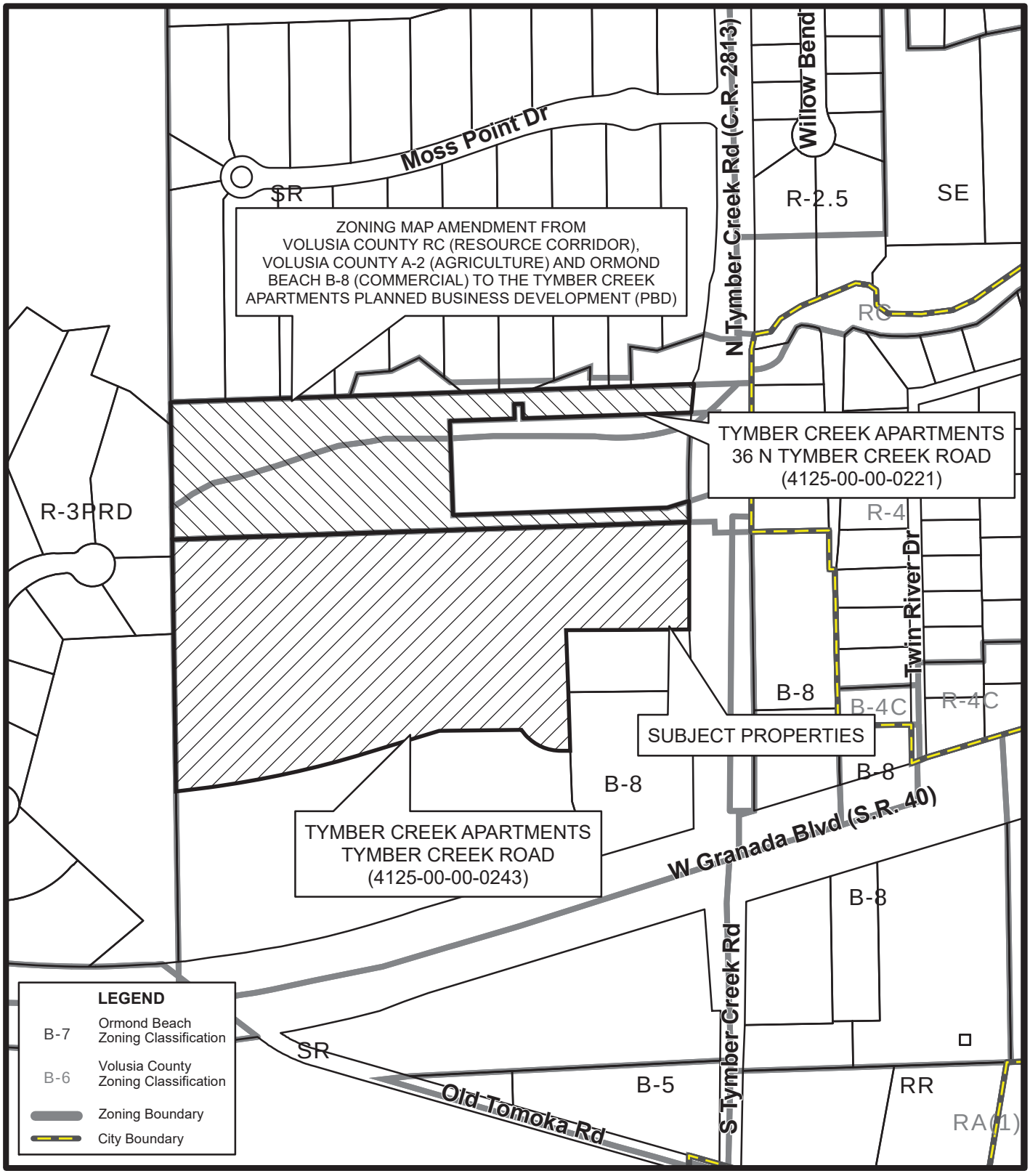

ZONING MAP
TYMBER CREEK APARTMENTS
(4125-00-00-0221) & (4125-00-00-0243)

Prepared By: The City of Ormond Beach
G.I.S. Department - July 15, 2022

N
W E
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N.T.S.

ATTACHMENT 3

Project Correspondence

From:	Gary Von Glinow
To:	Spraker, Steven
Cc:	mimivon@aol.com
Subject:	Additional emails to be provided to the December 8 Planning Board from Gary Von Glinow
Date:	Sunday, November 27, 2022 5:46:55 PM
Attachments:	Emails to be provided to Planning Board members_20221127173832.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Afternoon, Steven,

Attached is a file with 13 additional emails (from me or to me) that I have chosen to accompany this cover email for distribution to the Planning Board members for the December 8 meeting. This array of emails is balanced in that some include high praise for Garrison and his team, but all praise is contingent on "proving" that solutions proposed by Garrison are included in the final site plan and can be field tested by markings in the forest. Of course, it was: a.) the temporal nature of the markings; b.) the insufficient mitigation of Buildings 8 and 9's impact on our house; and c.) the still undelivered, as promised, computer-generated, digital sight lines from my house to Buildings 8 and 9, that gave rise to our HOA request for removal of Buildings 8 and 9.

Steven, thank you once again for providing us with an understanding of the City's review and approval process for the Tymber Creek Apartments.

Sent from the all new AOL app for iOS

Subject Re: Tymber Creek Apartments

From Gary Von Glinow <gvg50@aol.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, mark.watts@cobbcole.com <mark.watts@cobbcole.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Steven Spraker <steven.spraker@ormondbeach.org>, Michael Gentry <mgentry408@gmail.com>, Steve Curtis <steve.curtis@safstor.com>, Troy Railsback <troyrailsback@yahoo.com>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Sep 26 at 2:04 PM

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

View more

Subject Re: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 11:53 AM

Jonathan,

I would like to add my request that the apartment road be marked behind 40 Indian Springs Drive and 39 Indian Springs Drive. Also, I am also still hopeful that the actual elevation of the buildings behind 40 and 39 Indian Springs Drive can be marked.

I also ask if Garrison has an estimate of the expected decibel level of auto, truck and motorcycle noise emanating from the apartment roadway.

Thank you to you and Garrison in advance for your consideration.

Gary Von Glinow
39 Indian Springs Drive

Sent from the all new AOL app for iOS

View more

Subject RE: Tymber Creek Apartments (PZ-22-008) - distribution list (10.26.2022)

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, 'Mark Watts' <Mark.Watts@cobbcole.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>

Cc: 'Harry Newkirk' <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Date Oct 27 at 12:29 PM

Gary,
Marking the road off the building corners with spray paint shouldn't be a problem at all. It should give a good sense on how the road will layout. For the building elevations, we plan to bring a pole extender and extend it up to the height of each building onsite with everyone.

For the average decibel levels, you can expect 45 decibels for the indoor areas and less than 55 decibels for the outdoor areas.

Please let us know if you need any additional information here.

Thanks,
Jonathon Schrader

TELLUS
PARTNERS
REAL ESTATE DEVELOPMENT & INVESTMENT

4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
d: 404.877.2984 | f: 404.393.5439
JSchrader@tellus-partners.com | www.tellus-partners.com

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Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Jonathon Schrader <Jschrader@tellus-partners.com>

Date Nov 3 at 12:56 PM

Good morning,

Yesterday, I spent 30-45 minutes exploring the The Tymber Creek Apartments site. I observed the following:

- Three 3-foot high wood stakes with orange ribbons: one with "Building 8" printed on the stake, one with "Building 9" printed on the stake, and one with no printed information on the stake; and

- Fresh orange, yellow and blue/white striped ribbons tied to trees.

What I did not observe is:

- any markings for the apartment road; and

- any poles marking building heights.

Garrison, is the above consistent with the scope of work you requested of the surveyors and the invoice you received from them? It is certainly possible that I inadvertently missed seeing other markings that I was expecting.

Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

Gary Von Glinow

Sent from the all new AOL app for iOS

View more

Subject RE: Tymber Creek follow-up site visit

From Jonathon Schrader <Jschrader@tellus-partners.com>

To: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 1:57 PM

Hi Gary.
The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.

This meeting will allow everyone to develop a complete understanding of the project's impact.

Thank you,
Jonathon Schrader

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JSchrader@tellus-partners.com | www.tellus-partners.com

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30803.pdf

Subject RE: Tymber Creek follow-up site visit

From Garrison McMillan <gmcmillan@tellus-partners.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>

Cc: Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 3 at 2:28 PM

Gary – to Jonathon's point I think we can demonstrate where the road will be, & which trees are staying, and which aren't. We can do this in the field with marking paint. My plan is to come down prior to the meeting and measure off from the corners of the buildings with a pull tape and scaling off the plans from the staked surveyed corners we can show approximately where the road (parking lot drive) & privacy wall along that West boundary is located with marking paint. Everything to the west of the barrier wall is non-disturb area, therefore ALL of that said vegetation will stay so I don't think re-taping trees is necessary. I hope that will visually answer your last request.

Garrison McMillan
404.798.5974
www.tellus-partners.com

View more

Subject Re: Tymber Creek follow-up site visit

From Gary Von Glinow <gvg50@aol.com>

To: Jonathon Schrader <Jschrader@tellus-partners.com>, Regina Epple <Regina.Epple@cobbcole.com>, mgentry408@gmail.com <mgentry408@gmail.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>

Date Nov 4 at 12:08 PM

Thank you, Jonathan. I look forward to meeting with you next week.

Also let me know if I can be of help to you and Garrison next week. I have a lawn tractor with a trailer that can help transport things to the opening in the fence behind our house and access to the forest and Apartment site.

Gary Von Glinow
847-624-0619

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 1:57 PM, Jonathon Schrader <Jschrader@tellus-partners.com> wrote:

> Hi Gary.
> The spray painting for the road will done right before the meeting and the pole marking the height will be brought to the meeting. The surveyors simply marked the corners of the buildings as previously requested. Garrison and I will be spray painting for the road off these building corners when we come in town for the meeting.
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> REAL ESTATE DEVELOPMENT & INVESTMENT
>
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> d: 404.877.2984 | f: 404.393.5439
> JSchrader@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>

Sent: Thursday, November 3, 2022 12:56 PM
To: Regina Epple <Regina.Epple@cobbcole.com>; mgentry408@gmail.com; Garrison McMillan <gmcmillan@tellus-partners.com>; steve.curtis@safstor.com; troyrailsback@yahoo.com; Harry Newkirk <harry@newkirk-engineering.com>; Spraker, Steven <Steven.Spraker@ormondbeach.org>; Jonathon Schrader <Jschrader@tellus-partners.com>
Subject: Re: Tymber Creek follow-up site visit

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Regarding the meeting on the 9th, I am available but wonder if it will allow us to develop a complete understanding of the project's impact.

Best regards,

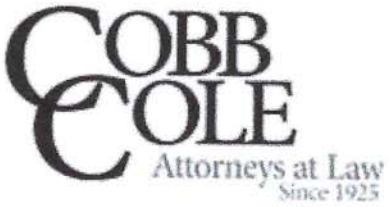
Gary Von Glinow

Sent from the all new AOL app for iOS

On Thursday, November 3, 2022, 9:53 AM, Regina Epple <Regina.Epple@cobbcole.com> wrote:

> Good morning All,
>
> Mark Watts would like to set a date to set a follow-up site visit. Below is his availability next week:
>
> - Wednesday 11/9 – 10:00, 11:00, 1:00 or 2:00
> - Thursday 11/10 – 1:00, 2:00 or 2:30
>
> Please let me know if any of these work for you.

Thank you,



Regina R. Epple

Legal Assistant

Cobb Cole DeLand
231 N. Woodland Blvd.

DeLand, FL 32720

(D) 386-736-7700 (F) 386-785-1549

Website

View less

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

View more

Subject RE: Tymber Creek follow-up site visit

From Harry Newkirk <harry@newkirk-engineering.com>

To: Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Regina Epple <Regina.Epple@cobbcole.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:49 PM

Garrison,

I'm available the following times next week for Monday and Tuesday.

Monday afternoon (1 pm – 5 pm)
Tuesday 9 am to 2:00 pm

Harry Newkirk, PE #62971
President of Newkirk Engineering, Inc.

1230 N US Highway 1, Suite 3
Ormond Beach, FL 32174
Phone: (386) 872-7794
Cell: (386) 290-7599

View more

Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: Harry Newkirk <harry@newkirk-engineering.com>, Garrison McMillan <gmcmillan@tellus-partners.com>, Steve Curtis <steve.curtis@safstor.com>

Cc: Gary Von Glinow <gvg50@aol.com>, Jonathon Schrader <Jschrader@tellus-partners.com>, mgentry408@gmail.com <mgentry408@gmail.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Spraker, Steven <Steven.Spraker@ormondbeach.org>, Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 1:52 PM

Mark is not available Monday. He is available Tuesday at 2:00 or Wednesday at 10:00 or 2:00.

Thank you,

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Since 1925

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DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

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Subject RE: Tymber Creek follow-up site visit

From Regina Epple <Regina.Epple@cobbcole.com>

To: mgentry408@gmail.com <mgentry408@gmail.com>, 'Garrison McMillan' <gmcmillan@tellus-partners.com>, 'Gary Von Glinow' <gvg50@aol.com>, 'Jonathon Schrader' <Jschrader@tellus-partners.com>, steve.curtis@safstor.com <steve.curtis@safstor.com>, troyrailsback@yahoo.com <troyrailsback@yahoo.com>, Harry Newkirk <harry@newkirk-engineering.com>, 'Spraker, Steven' <Steven.Spraker@ormondbeach.org>

Cc: Mark Watts <Mark.Watts@cobbcole.com>

Date Nov 8 at 4:32 PM

All,

I believe Michael's email is the last that I've received. There was several overlapping, so I wanted to clarify on the dates for the reschedule. Here is what I received:

Michael Gentry – Tuesday at 2:00 or Wed. at 10:00 or 2:00
Steve Curtis – Monday after 1:30 or Tuesday
Gary Von Glinow – Monday or Tuesday

Mark Watt has changed since I sent my email earlier today. Unfortunately, he is now only available Wednesday at 10:00.

Please let me know if this would work for you.

Thank you,

COBB COLE
Attorneys at Law
Since 1925

Regina R. Epple
Legal Assistant
Cobb Cole DeLand
231 N. Woodland Blvd.
DeLand, FL 32720
(D) 386-736-7700 (F) 386-785-1549
Website

View more

From:	Troy Railsback
To:	Spraker, Steven
Cc:	Michael Gentry; Steve Curtis; Gary Von Glinow
Subject:	Letter from IS HOA to City re Tymber Creek Apartments
Date:	Saturday, November 26, 2022 10:14:50 PM
Attachments:	Letter from IS HOA to City re Tymber Creek Apartments.pdf

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Steven,
Hope all is well. The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) respectfully submits the attached letter for Planning Board and City Commission review/action when considering the Tymber Creek Apartments Planned Development and Rezone submittal.

Please confirm receipt and that it will be part of the review documentation/packet(s).

Thank you sir!

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

Indian Springs of Ormond Homeowners' Association, Inc.

27 Indian Springs Drive | Ormond Beach, FL 32137

November 26, 2022

Planning Department
Attn: Steven Spraker, AICP
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Tymber Creek Apartments (PZ-22-008)

Dear. Mr. Spraker,
As you are aware, The Indian Springs of Ormond Homeowners' Association, Inc. (IS HOA) is immediately adjacent to the northern west side of the subject property that is being considered for a Planned Development and Rezoning to significantly increase allowable density on that parcel.

The IS HOA is respectfully submitting the below requests to the Planning Board and City Commission as requirements should the project be considered for approval:

1. Building 8 and Building 9 be eliminated completely due to compatibility concerns, the visual impacts and proximity to IS HOA.
2. The Residential Block Retaining Wall on northern west side of subject property:
    a. Starting in line with the extended property line of 412600000061 (Coquina Presbyterian Church) and 412607000110 (Gary C & Catherine Von Glinow) and extending around the retaining wall radius and ending as shown on the proposed plans.
    b. Be a minimum of 10' tall.

The IS HOA would like to state and document their lack of support for the required traffic adjustments to State Road 40 (SR 40), as required by FDOT, due to significant safety concerns.

The IS HOA appreciates the opportunity to provide this input and is confident that the Planning Board and City Commission will incorporate the above adjustments to the Planned Development when considering such a significant change in density. Please do not hesitate to contact me with any further clarification or information regarding these requests.

Sincerely,

Troy Railsback
Board President/Secretary
Indian Springs of Ormond Homeowners' Association, Inc.

From: Steve Curtis
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Saturday, November 26, 2022 8:33:40 AM

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Steven,

I do support the position of the Indian Springs Homeowner Association as provided via separate correspondence. Regardless, I'm reaching out personally as a Citizen of Ormond Beach and Indian Springs homeowner. After the first public meeting, a group of residents met with Jaffee Corp., at Indian Springs (IS), and requested the developer modify the site plan geometry to increase the apartment building separation from IS in the NW corner of the project. Jaffee Corp. did nothing. Since that time, and on a couple of occasions, the current Developer met with IS residents to further address homeowner concerns. Although the developer made good faith efforts to alleviate the concerns, the reality is that the apartment buildings are separated from the IS boundary by less than the width of a typical IS lot. Aside from separation, my concerns are:

- Building scale relative to IS
- Multiple balconies facing the back of resident's homes
- Building and site lighting bleed into the neighborhood
- Traffic and apartment resident noise
- Vehicle headlights beaming into homes

Although the Traffic Study does contemplate the following movements and the project has FDOT approval, of additional safety concern is that 100% of the proposed apartment traffic will exit on West Bound SR40 creating a U-Turn condition for eastbound apartment traffic at either the Riverbend roadway cut, or, if the Riverbend cut is backed-up, at the next available option which is immediately West of IS. Notwithstanding, with no deceleration lanes, making a right turn into Indian Springs or IL Villaggio is challenging. Speeding SR40 westbound traffic requires relief in the south lane to avoid our right turn movements. Additional south lane congestion created by these U-Turn movements across from the subdivision entrance is dangerous. As a practical matter, the distance from the apartment exit on SR40 to the beginning radius of the deceleration lane into Riverbend is less than 150 feet, not a lot of distance to navigate across 2 lanes of traffic to a backed-up deceleration lane. This condition will only worsen as Riverbend expands.

I respectfully offer the foregoing for consideration as you contemplate approval of the Tymber Creek Apartment project.

Steve Curtis

From: mwill9274@aol.com
To: Spraker, Steven
Subject: Proposed Apartment Development at Tymber Creek Road and Granada Blvd.
Date: Tuesday, November 22, 2022 3:54:16 PM

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CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear City of Ormond Beach Planning Department,

I'm writing this email to document my concern and objection to increasing the existing unit per acre guidelines concerning the proposed Apartment Development project located at the corner of Tymber Creek Road and Granada Blvd. in Ormond Beach. My family and I have lived in the Moss Point Drive subdivision off Tymber Creek Road for approximately 13 years, and some of the things we value the most living in this small development is the privacy it offers and the preservation of the surrounding natural habitat. The natural beauty, flora and fauna of the strip of land bordered by Tymber Creek and Granada Blvd. should be preserved and protected, with managed development consistent with the preexisting neighborhoods off Tymber Creek Road.

Over the years we have seen how growth and development along Airport Road to the north of us has impacted the traffic along Tymber Creek Road. As traffic and congestion escalates at the Tymber Creek Road and Granada intersection, the difficulty driving out of Moss Point increases and the safety decreases in the area. This is especially evident in the mornings during the work week, where it can be quite hazardous pulling out of Moss Point and crossing Tymber Creek Road to head north, or even just pulling onto Tymber Creek Road heading south during the 7 am to 9 am rush hour time period. The risk is compounded by the increase in number of cars over the years attempting to make a U-turn on Tymber Creek Road at the Moss Point turn lane, intending to pull into the Walgreens parking lot. Making matters worse, it is very common during morning rush hour to see traffic backed up well beyond the eastbound turn lanes along southbound Tymber Creek Road at the intersection with Granada Blvd. To increase the number of units per acre at the Tymber Creek Apartment project would only put more cars and pedestrians on the road, exacerbating the congestion and safety issues in the area.

In conclusion, we have enjoyed living in this area and the quality of life it affords us. Amending current guidelines pertaining to the number of units permitted to be built on this small tract of land will proportionally and dramatically increase the population and number of cars in the area, negatively impacting the quality of life for the homeowners living in the existing subdivisions off Tymber Creek Road. Please do not increase the units per acre ordnance that is currently in place to manage our growth properly.
Thank you,
Mike Willard
Moss Point Drive

From: Mike Lambert
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Monday, November 14, 2022 7:05:07 PM

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Planning Department Ormond Beach:
We have lived at 20 Moss Point Drive since the Development sold lots and houses built, going on 33 years. We purchased and built because of the development's uniqueness, privacy, and roaming wildlife. We bought and built because of the zoning and restrictions on the surrounding properties. We have just completed an election cycle during which those seeking our vote assured us that beauty of our city would be preserved. That development would be managed and controlled. We look now for those words not to become hallow or manicured but upheld.
I am a resident of this area for 73 years , having been born at Halifax Hospital , raised near Our Lady of Lourdes Church and school, which I attended, then Father Lopez High School, then out of state for college and law school, knowing I would always return "home".
When the Jaffee group held the property, they sought to, and succeeded at, annexing a connected piece of property into the city. Later, we met with many of the city commissioners, showed them our neighborhood and walked to the project, pointing out our concerns. Instead of meeting with us, the mayor suggested that we meet directly with the attorney for, and a representative of, the proposed project. Dr. and Maureen Weiss graciously opened their home for the meeting. Concessions were pitched back and forth, each side conceding, compromising. Though we all left with the belief the project would go forward, with the concessions each pledged- to be put in writing once they got to presenting the project to the mayor and commissioners.
Waiting for the final project to be presented, we learned that the property had been sold, from the local consortium to an out of state group. Next, we were notified that the new group would be seeking the city grant an expansion from the original 10 unit per acre allowance to18 units per acre.
As a native of this area, I am horrified driving down N Clyde Morris Blvd. from Granada into Daytona. Worse is Williamson from Granada to Mason Avenue. No doubt these never-ending apartment complexes generate increased revenue for each's respective cities or the county. But at what cost? I have not spoken with one person who believes they aesthetically add to the community. I fear our elected public servants look at the tax base revenue generator and succumb, rarely foreseeing or admitting the loss, the strain on water supply, the increased traffic congestion, let alone "preserving our community".
Moss Point still has many of the original land purchasers who built their dream home at their dream location, based upon an original pledge that the surrounding areas were restricted to certain growth.
Sometimes I get concerned, as the farthest west developments that will be severely impacted by any extension of this project, we are out of sight, out of mind!
Those of us who remain in these exterior developments have demonstrated we are here for the long haul and because our land, with its attributes of peace, tranquility, and an abundance of wildlife I now get to show my grandchildren, having done the same with their now mom and dads, deeply means something to us.

Respectfully , Michael Lambert
20 Moss Point Drive
Ormond Beach, Fl.

From: richard weiss
To: Spraker, Steven
Subject: TYMBER CREEK APARTMENTS
Date: Sunday, November 13, 2022 1:49:26 PM
Attachments: letter concerning Tymber Creek.docx

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I am enclosing the letter that I want to share with the Planning Committee. Thank you for your help and please let me know that you have received this email and it can be shared as is.
Sincerely,
Richard Weiss, MD

From Richard Weiss, MD
12 Moss Point Drive, Ormond Beach, Florida 11/13/2022

To Planning Department Ormond Beach
Concerning Tymber Creek Apartments

This letter is written regarding the request to expand the Tymber Creek apartment project from 10 units per acre to 18 units per acre allowing for an 80 % increase in the population density as well as allowing for a similar increase in the total number of residents. The builder is entitled to build 10 units per acre as the land was zoned for this number. Building more than this would require an exception to the current zoning and will result in a major impact on the residents of this area. It is the ***exception*** we object to. The reasons are the following:

1: I am a hematologist and oncologist who has practiced for 37 years in this area. Our emergency rooms are filled, hospital beds are not always available and access to physicians in a timely manner is increasingly difficult. This is not just an inconvenience but can potentially be life threatening. You need to make sure that the growth in the population is accompanied by a commensurate growth in the medical community as well. Please do not increase the number of residents in the area without an adequate infrastructure as it is not safe.

2: Most of us moved here to live in a small community and avoid the high population densities of the larger cities. Bringing in large numbers of new residents in Ormond Beach will undermine this and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space. Allowing this to happen is not planning but acquiescence. Please help find a happy medium.

3: The animals: they cannot speak for themselves, yet they gift us their presence. I do not see deer, turkey, turtles and the myriad of other species in our large cities. Let us avoid this becoming our legacy.

If we do not limit the population growth in Ormond Beach now, we will not be able to undo the consequences in the future.

Thanks for listening and sincerely,

Richard Weiss

From:	John Dietz
To:	Spraker, Steven
Cc:	Dietz Cheryl
Subject:	Opposition to Proposed Tymber Creek Apartment Project
Date:	Sunday, November 13, 2022 11:54:30 AM

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Good morning Mr. Spraker,

The purpose of this letter is to express our concern and opposition to the proposed Apartment Development project at the NW corner of Tymber Creek and Granada Blvd. in Ormond Beach, Fl.

As longtime residents of Ormond Beach, living in the Moss Point SubDivision, we have enjoyed a very nice quality of life including privacy, reasonable traffic, safety and abundant wildlife in our surrounding acreages. Additionally, we have benefitted from the local commerce and controlled / managed growth that has occurred during the last 10+ years.

We are not against managed growth! **We are are very concerned that there is consideration to raise the existing unit per acre guidelines** and potentially grant exemptions to the developer. The developers in Ormond Beach and nearby Daytona have a right to build within existing guidelines, and they are currently adding thousands of units in the surrounding area. Please don't increase the number of Units per acre allowed.

To increase the number of units per acre at the Tymber Creek Apartment project would be in direct conflict with the controlled / managed growth program that has been successfully in place for years. Although there are many negatives to increasing the units per acre we will just cite one, **traffic flow and safety near the Tymber Creek and Granada intersection, and subsequent eastbound Granada traffic congestion.**

This is already a known problem during rush hours, particularly in the mornings. It is difficult to drive out of our housing development onto Tymber Creek southbound in the mornings because traffic is frequently backed up from Granada northward all of the way to the lights at the entrance to Break Away Trails. Frequently southbound cars on Tymber Creek that want to turn left onto Granada and head eastbound are instead driving through the intersection and cutting through the neighboring strip mall and skipping the Tymber Creek turn lane altogether! What would several hundred additional cars do to this already congested intersection?

We have pictures of the traffic backed up to the Break Away trails intersection that we will be glad to share with you. Please do not increase the 'units per acre ordnance' that currently is in place to manage our growth properly.

Kind regards, John and Cheryl Dietz

From:	Julie and Ken Sipes <cando2ormond@gmail.com>
Sent time:	11/09/2022 01:28:21 PM
To:	Spraker, Steven
Cc:	Persis, Susan
Subject:	Tymber Creek Apartments SPRC Comment

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Please include these in the Planning Board packet:

This project is not compatible with the neighboring subdivisions.

The land development code allows for only 164 units, and any increase in density will be detrimental to the quality-of-life for the surrounding area's residents.

The traffic issue will become horrendous with people racing through the Walgreen's parking lot, making U-Turns in all directions on Granada Blvd., especially with the heavy school traffic in this area (from Riverbend, Calvary, Pathways, Pine Trails).

With the creeks and rivers, flooding concerns also remain an issue for this area.

This is not the right project for this area. We ask that it be rejected.

Ken and Julie Sipes

From:	Deb W <debweinbergfl@gmail.com>
Sent time:	11/07/2022 04:36:36 PM
To:	Spraker, Steven
Subject:	RE: Tymber Creek Apartments (PZ-22-008) - Include in Submission

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Dear Planning Board Members:
We are writing as we will be out of town on 12/8/22 when this meeting will take place.

We are asking the OB Planning Board members to deny this apartment project in its current form. Before granting variances to a developer please remember the current residents who live in the area and how this will affect their lives. Evaluate all new projects to ensure our last remaining green spaces are not over built, our roads & schools are not overloaded, and that infrastructure is in place before allowing a project to begin.

As you are all aware the traffic @ Tymber Creek and Granada is already problematic during school and rush hours. There are multiple new approved housing projects that will use this road. Many are ongoing and some (Marshside) have not started & are not part of the Traffic study (and will not be for years.) Aside from the traffic, the wear & tear on our roads, schools, water usage, flooding & the many issues that result in a project of this scale being built on this lot.

Adjacent to Ormond are thousands of new apartments that have been built. Large apartment complexes on Williamson, LPGA, Clyde Morris. All indirectly putting pressure on the resources that we who live in Ormond Beach are affected by daily.

We understand the need to allow new projects, but this is the type of project that should NOT be approved. This land should be bought back by either Ormond Beach or the State of Florida.
In our opinion, in order for Ormond beach to continue to be a desirable place to live not every project needs to be approved or every piece of land be developed. An Apartment complex of this size in this location does not benefit any resident that currently lives in this area.

Please take these concerns in your decision before you allow this project to move forward.
Please ask yourselves this simple question: Will this project enhance the quality of life for existing residents?

Debra & Matt Weinberg
2341 Lipizzan Trail
Ormond Beach
386-405-0866

Received 11.07.2022 – From Ron Hoopper

Planning Board

Tymber Creek Apartments

The property now is zoned for 164 units per acre. The density of which should not be increased.

What is best for residences of Ormond Beach especially West of I-95?

If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.

The owner of the property knew what the Ormond Beach zoning is for this area. There should be NO expectations that the number of units/density should be approved.

This area on the north side of Rt.40 and west along nearby Tymber Creek Rd. have defined established neighborhoods. Residence bought their homes knowing of the present zoning of the property in question. They did not expect that a developer would ever want to increase the density more than doubled the allowed units.

Although these apartments have been referred to by the developer as "luxury apartments", they are no difference then any of the apartments that have been going up in Daytona Beach near Ormond. You can put lipstick on a pig, it's still a pig.

Ingress and egress for the proposed apartments are the same for Walgreen's, off of Rt 40. When people leave this area, they go west onto Rt 40 then, if they need to go into Ormond Beach/I-95 they must make a U turn on Rt 40 approx. 1/10th of a mile from Walgreens. The U turn is in front of Riverbend Academy which has approximately 310 students from preschool to 12th grade. With the continuing

increase in traffic now and especially future traffic from Avalon Park, it makes no sense to approve greater density in this area and create more traffic congestion.

There are traffic issues from Tymber Creek Rd to I-95. Study By FDOT recognized another needed traffic light.

The present design of Rt 40 is not prepared for this increase of density and would need considerable upgrades/redesign first and foremost.

Although there is no proposed ingress/egress onto Tymber Creek Rd all one has to do is travel through Walgreens parking lot to use Walgreen's ingress/egress. That is planning at its worst.

Obviously, the design shown on the site plan leaves little distance between 3 story unit buildings and Indian Springs community.

I believe Ormond Beach can and should do better then to approve more density, greater traffic congestion, possible loss of home values near the area and start to become and extension of Daytona Beach. Requests do not always have to be approved when in good conscience it is in the best interest of Ormond Beach and residence in the area not to approve this request.

From:	Lauren Campbell <laurann06@gmail.com>
Sent time:	11/07/2022 11:40:58 PM
To:	Spraker, Steven
Subject:	IMPORTANT- Quality of life in Ormond Beach

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Mr. Spraker,

I ask you to take this email seriously. As I am not the only person with the same concern. Ormond Beach cannot handle anymore traffic or people moving in. We need to keep our community "Ormond Beach" not a destination for people moving from other states. It is with great concern that I write to you because, as a native, I've seen so much change within the last 20 year.s And I have 35 years within this beautiful place. Granada cannot handle the traffic. Please stop with more apartments. Keep our wetlands and wild animals safe from new construction. WHERE ARE THE ANIMALS SUPPOSED TO LIVE? Growing the town larger will not do us justice, nor the animals, and the population will turn into a mini Miami. Or worse, a Daytona Beach city corner.

My true message is as follows. PLEASE CONSIDER THIS AS A GREAT CONCERN TO ALL ORMOND BEACH RESIDENCE!

My most sincere gratitude,

Lauren Campbell
29 Oak Ave, Ormond Beach

Planning Board Tymber Creek Apartments The property now is zoned for 164 units per acre. The density of which should not be increased.
What is best for residences of Ormond Beach especially West of I-95? If the City's Land Development Code allows for 164 now, then why would and increase be of any value to the residence of Ormond Beach? Greater density is NOT what residence want nor need. This policy decision to increase the density should not be approved. Density has been discussed many times concerning Ormond Beach and it is something few people want.
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recognized another needed traffic light.
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From:	Renata Rosander <realtorrenata1@gmail.com>
Sent time:	11/03/2022 01:44:01 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartments

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Dear Planning Board & City of Ormond Beach:

Please please please do not allow these apartment buildings in our backyard. We are homeowners in Tymber Crossings and our quality of life is already taxed with all the development in Hunters Ridge. Now City Council approved nother 129 homes on Airport Road and Tymber Creek. If anyone on the planning board lives off Tymber Creek road you would see that it takes 30 min to go 2 miles to get to 95 in the morning. There is just no way the intersection of Granada and Tymber Creek can safely handle more traffic. We all bought west of 95 purposely to stay away from rental apartments.

Here are some of the issues

1. Building on the wetlands (yes the out of town developers mitigated the wetlands), right on the little tomoka river, we just had significant flooding, not to mention the chemical runoff from the landscaping straight into the river. Keep those wetlands clear to protect our homes from flooding, wildlife and water quality.
2. Horrible location planning for apartments. They are proposing the apartments share an exit with Walgreens. The renters will need to go west on Granada and make a U-Turn right at the Riverbend church/school exit (which is busy in the mornings), in order to access 95, town and shopping. There will be accidents as approximately 800 cars will be making U-Turns in the morning right where the school's exit is with hundreds of cars as well. Sunday is also extremely busy for Riverbend Church exit.
3. The people in the apartments will naturally become frustrated waiting to cross Granada to make a U-Turn on their way to work and will cut through the Walgreens parking lot to use Tymber Creek to turn left. This will make road rage as residents off Tymber Creek road that back up waiting 20 min + to make that turn will not want to let people cut in from the Walgreens parking lot. It just makes for an angry start to the day and an unhappy community all around.
4. We are a Single Family Home community! Our area is already stressed and there are more single family homes already approved (Tattersall/Avalon/HuntersRidge) that will significantly strain our clean water availability and the Traffic will be horrendous. We do not need or want apartments!

As a Realtor, I understand the owners from St Augustines have rights but not for apartments. Please do not approve this! If they want to use the land for a strip mall/businesses that makes a little more sense as long as it's not on wetlands and a much smaller footprint. Along the river there should be protected.. Our property taxes just went up and now developers want to also take away our quality of life and create guaranteed dangerous driving for all of us including the prospective tenants. Leave the apartments west of 95. I'm on our HOA board and neighbors are seriously discussing moving as a result of the apartment buildings. Look at Port Orange as an example and trust your gut and please vote no.

Thank you,

Renata Rosander and Geraldine DiRodio
Realty Pros Assured
Mobile:386-316-8041
https://www.renataongranada.com/

From:	Kelly Filasky <homedrawsplus@yahoo.com>
Sent time:	11/02/2022 02:24:37 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apts

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Hello Mr. Spraker,
I am writing in regards to the proposed apartments off 40 and Tymber creek road. I am resident of Tymber Creek and find the traffic Already horrible. I cannot fathom what this road will look like when more apartments go in. Sometimes (no kidding) it has taken me 15 minutes just to go 2 miles during school hours. I would like to voice my concern and ask that this complex be axed. I feel like I have been hearing about these apartments for years now?
Thanks for listening,
Kelly Filasky
Sent from Mail for Windows

From: mary newsome <bloodymaryjn@yahoo.com>
Sent time: 11/02/2022 11:27:53 AM
To: Spraker, Steven
Subject: Tymber creek apartments

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I am a definately NO vote on this. Our traffic is already horrendous Can't see 600 more cars getting in the mix (assuming 300 units with 2 cars each) Can't they build north off US 1?

Sent from Yahoo Mail for iPhone

From: Troy Railsback <troyrailsback@yahoo.com>
Sent time: 10/02/2022 09:57:47 PM
To: mark.watts@cobbcole.com; Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Gary Von Glinow <gvg50@aol.com>
Cc: Spraker, Steven; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Jonathon Schrader <jschrader@tellus-partners.com>
Subject: Re: Tymber Creek Apartments

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Michael,
Thank you for passing along the information and keeping the group input/feedback/responses regarding Indian Springs HOA and more specifically a few of our Indian Springs Property Owners who will be adjacent to the development.

Garrison/Harry/Mark,
Thank you for your gracious efforts in incorporating the Indian Springs HOA's input/requests into this iteration of your site/development(s) plans.

The main focus and open item for me is the traffic impact to the current HWY 40 layout just west of the ingress/egress of your development, and more specifically the lack of turn lanes into our development (Indian Springs) as well as the Coquina Presbyterian Church (just west of your property and the Jaffee parcel on HWY 40) and Il Villaggio (just west of Indian Springs). I will continue to highlight this flaw in the current HWY 40 layout, that will become dangerously/fatally more evident with the traffic impacts of you parcel's requested use at a significantly higher density than zoned/planned. Walgreens has a turn lane (as will you in conjunction with the ingress into your parcel). Breakaway Trails has a turn lane and so does Hunter's Ridge. If having turn lane to ingress into the Tymber Creek Apartments is important and vital to traffic flow into the apartments, then the same should apply for mitigating egress traffic from a significantly higher density use than zoned/planned. Yes it has been mentioned that a longer turn lane(s) (for U turns) will very likely be part of the upgrades to HWY 40, but the weaving drivers and traffic congestion of the egress traffic from Tymber Creek Apartments mixed with Traffic Flow coming west on HWY 40 from the light at Tymber Creek Road will result in distracted, speeding, annoyed drivers (at speeds of 50+ mph) significantly more opportune to be stalled in focus of vehicles slowing down to less than 20 mph to exit HWY 40 to ingress into those above mentioned entrances without turn lanes. So my ask is that you are an advocate/good steward/supporter (vocally and financially?) of the City and State making these suggested improvements (turn lanes into those above mentioned entrances without turn lanes). Please know that Indian Springs did have a turn lane in the past, however traffic into our development and more importantly traffic on HWY 40 has significantly increased.

Steve (Spraker),
The previous paragraph is something that I would like to discuss with you further when the opportunity presents itself in the very near future. I also would like for it to be part of the note(s) reviewed by the Planning Board/Commission/Other Reviewers.

All,
Please do not hesitate to call me on my cellphone (321-663-7301) to discuss further. More later…

Troy Railsback
Southern States Management Group | SSMGFL.com
Southern States Realty Services | SSRealT.com

On Monday, September 26, 2022 at 02:04:57 PM EDT, Gary Von Glinow <gvg50@aol.com> wrote:

Garrison,

I agree that you and your team have delivered a plan concept that we all hope mitigates the concerns neighbors voiced in August. By staking the buildings and road, a proof of concept will be established.

It is my individual opinion that you have exhibited a best practice approach to interfacing with my little piece of the community impacted by your apartment development. You traveled to meet with us on our turf and walked the site with us. You and your team have proposed potential solutions to most of our concerns that on-site staking and observation could validate.

My family and I bought our house in order to spend most of our time outside surrounded by an idyllic Florida tropical forest. Any development will alter that. I sincerely appreciate your efforts to reduce the negative impact on Indian Springs. I also recognize that you will undoubtedly incur incremental costs in order to implement the revisions proposed to the original site plan. To date, my wife and I acknowledge and appreciate your willingness to work with us.

Best regards,

Gary

Sent from the all new AOL app for iOS

On Monday, September 26, 2022, 11:09 AM, Garrison McMillan <gmcmillan@tellus-partners.com> wrote:

> Harry – do we have a schedule for the field work contemplated for the surveyor? I'm happy to try and mark that wall contemplated in the site plan in addition to the bldg. corners.
> Gary – I'm not sure that balloons would give you a good representation of the height of the building elevations or not. You would have to do so on a VERY still day with no wind pollution to get the desired outcome. Let us get the staking down in the field first and discuss via an online meeting. Please keep in mind that the existing natural buffer (between the contemplated screening wall and the property line) almost all of that existing vegetation will stay and not be disturbed. We will in addition to what is already there add more rather mature (10-12 foot) EVERGREEN trees that grow upwards of 70ft to additionally screen beyond the existing vegetation that is inside that vegetation buffer. I think you will find that in no time the apartment elevations are going to be totally screened. We also have pivoted the bldgs to adjust the line of sight from the balconies with this revised site plan & added the full fence enclosure of the apartments to make sure that no trespassing is easily contemplated between the apartment tract and the Indian Springs neighborhood without scaling a fence. I hope you can see that our efforts are doing our very best to address your concerns.
> Kind Regards,
> Garrison McMillan
> 4983 New Peachtree Rd | Suite B | Chamblee, GA 30341
> d: 404.798.5974 | f: 404.393.5439
> gmcmillan@tellus-partners.com | www.tellus-partners.com
>
> **From:** Gary Von Glinow <gvg50@aol.com>
> **Sent:** Friday, September 23, 2022 3:52 PM
> **To:** mark.watts@cobbcole.com
> **Cc:** Garrison McMillan <gmcmillan@tellus-partners.com>; Harry Newkirk <harry@newkirk-engineering.com>; Steven Spraker <steven.spraker@ormondbeach.org>; Michael Gentry <mgentry408@gmail.com>; Steve Curtis <steve.curtis@safstor.com>; Troy Railsback <troyrailsback@yahoo.com>
> **Subject:** Tymber Creek Apartments
> Mark,
> I agree with Michael Gentry's email to you on September 19 regarding the latest site plan for the Tymber Creek Apartment development. Unfortunately, I didn't submit my comments to Michael regarding the site plan until the afternoon of September 19. The purpose of this email is to convey my site plan comments and requests, which I believe are consistent with Michael's.
> First, thank you, Garrison and Harry for meeting with us on August 15 at the development site and my backyard. All three of you listened to our issues and concerns and have now proposed revisions to your site plan that appear to be consistent with what we discussed. As Garrison noted in his August 18 letter to me, staking Buildings 8 and 9 will allow us "to know exactly what we are dealing with from a buffer perspective."
> Regarding the staking, I also ask that balloons or some other form of staking be used to show the actual elevation of Buildings 8 and 9. In addition, the close proximity of the Apartment road to our pool house and outdoor swimming pool, may pose significant headlight and noise (motorcycle) intrusion on us and our neighbors. Therefore, I also request that you stake the west side of the Apartment road/wall that runs parallel with Indian Springs Drive and Circle. I also wonder if the construction and materials of the proposed wall have noise reduction qualities.
> Thank you once again for listening to us and making what I hope will prove to be a significant reduction in our buffer and privacy intrusion concerns. I very much look forward to discussing the revised site plan once the above staking has been completed.
> Best regards,
> Gary Von Glinow
> 39 Indian Springs Drive
> 847-624-0619

Sent from the all new AOL app for iOS

From:	Marian Marrese <m41257@yahoo.com>
Sent time:	08/18/2022 12:01:19 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartment Complex

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August 17, 2022

Mr. Spraker,

First, I would like to thank you for your service to our community and your consideration of this letter. I know it takes time and responsibility in achieving your goals for our community.

Secondly, I am writing this letter regarding the projected Tymber Creek Apartment complex to be located next to and behind the Walgreens on the corner of Granada Blvd and Tymber Creek Rd. I believe that this development will have a significant negative impact on the community that I and my family have lived in for over 40 years. Many of our local residents, including myself, attended the meeting at Coquina Church in June regarding this proposed complex. This development in its location and size will make our community much less safe and the traffic volume and traffic pattern will make this area dangerous, especially for school and public transportation as it was discussed at the meeting. As a result, this will make our Ormond Beach area much less desirable.

There is a saying: "**Less is More**" Regarding this development and location, I believe, **less** development results in **more** safety, **more** beauty, and a **more** eco-friendly environment. In my opinion, negating or significantly limiting this development would be the **more** responsible decision.

Please consider this when voting on the advancement of this development. Again, I would like to thank you for your time, your service and your consideration.

Sincerely,

Dr. Roxy Marrese Jr., M.D.
6 Moss Point Drive
Ormond Beach, FL 32174

From:	jimbaro2@aol.com
Sent time:	08/14/2022 12:54:12 PM
To:	Spraker, Steven
Subject:	Tymber Creek Apartment Complex

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Mr. Spraker,

My wife and I live in the Moss Point Subdivision. I attended the June meeting at the Coquina Church pertaining to the projected Tymber Creek apartment development. There are several items that were discussed at the meeting that are concerning, not the least of which is the impact to the existing residents in the area of the planned development. Most of the people have significant investments in their properties and enjoy the lifestyle we have become accustomed to over the years, which made Ormond Beach the place we decided to live and raise our families.

Another concern is the desire of the developer to increase the overall size of the project. Allowing an increased size will negatively impact the density of our area and worsen the existing traffic problems on Route 40 and Tymber Creek Road. Currently trying to make a left turn from Tymber Creek Road on to route 40 takes several traffic lights due to the back-up of traffic already existing on route 40 going east. The delays will only get worse due to the residents wanting to exit the apartment complex and go east into Ormond Beach. To do this they must attempt to cross two lanes of west bound traffic on route 40 and then attempt to make a U-turn into east bound traffic. The likely hood of accidents, injuries or worse and further back-ups is heightened.

Another person at the meeting asked the developer if they are going to manage the complex after the project is completed and for how long. The response was they would build it, manage it, and in a year sell it. That attitude does not bode well for our community. This project appears to be nothing more than a money-making proposition for the developer and a detriment to the citizens and the city of Ormond Beach.

My wife and I hope the planning board and commissioners will seriously consider studying existing options in the codes that mitigate the impact to the subdivisions that will be negatively impacted by this development. We are all caring residents of Ormond Beach and are concerned about the future of our properties, the lifestyle we have all come to love and the wellbeing of our city.

Thank you for the opportunity to express some of the concerns that we have about the proposed development.

James and Sylvia Barocas
16 Moss Point Drive

From: Gary Von Glinow <gvg50@aol.com>

Sent time: 08/11/2022 11:06:11 AM

To: scurtis@charleswayne.com; mgentry408@gmail.com; troyrailsback@yahoo.com; mark.watts@cobbcole.com; gmcmillan@tellus-partners.com; harry@newkirk-engineering.com; regina.epple@cobbcole.com; nika.hosseini@cobbcole.com; mimivon@aol.com; Spraker, Steven; Allen, David; Culliver, Cara

Subject: Fwd: Tymber Creek Apartments

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* CORRECTED COPY*

This corrected copy replaces the one I sent last night and includes the removal of the sentence fragment between Sections B and C, and placing it where it belonged as highlighted in A.8. This is the only change. Sorry for any inconvenience; and thank you for taking the time to read this.

Gary

-----Original Message-----
From: Gary Von Glinow <gvg50@aol.com>
To: steven.spraker@ormondbeach.org <steven.spraker@ormondbeach.org>; david.allen@ormondbeach.org <david.allen@ormondbeach.org>
Cc: scurtis@charleswayne.com <scurtis@charleswayne.com>; mgentry408@gmail.com <mgentry408@gmail.com>; troyrailsback@yahoo.com <troyrailsback@yahoo.com>; mark.watts@cobbcole.com <mark.watts@cobbcole.com>; gmcmillan@tellus-partners.com <gmcmillan@tellus-partners.com>; harry@newkirk-engineering.com <harry@newkirk-engineering.com>; regina.epple@cobbcole.com <regina.epple@cobbcole.com>; nika.hosseini@cobbcole.com <nika.hosseini@cobbcole.com>; cara.culliver@ormondbeach.org <cara.culliver@ormondbeach.org>; mimivon@aol.com <mimivon@aol.com>
Sent: Wed, Aug 10, 2022 6:21 pm
Subject: Tymber Creek Apartments

Dear Steven and David,

First and importantly, thank you for the time you spent meeting with Steve Curtis, Michael Gentry and me at the north cul de sac of the Indian Springs subdivision. Both of you listened very attentively to our comments and concerns and then viewed the developer's property from our backyard and property line.

From a sight line and privacy perspective, my house at 39 Indian Springs Drive is, by far, the most directly impacted, in any subdivision, bordering the proposed apartment development.

Steven, you met with my wife and I several times in your office when the Jaffe Corporation proposed development of the Tymber Creek property. Our questions and potential concerns at that time remain the same regarding the impact on our property, since the current proposal appears identical to the Jaffe proposal regarding location and configuration of the proposed apartment buildings.

The purpose of this letter is to provide some information about my wife and I, and how we came to buy 39 Indian Springs Drive, to express general support for the use of the land behind us, and to list questions, concerns, and immediate requests regarding certain features of the proposed development.

Relevant Background

My wife and I are retired. We will celebrate our 40th wedding anniversary later this year.

For many years, we spent our vacations in or around the Cocoa Beach area. In January 2017, we started our search for a VRBO rental and found everything was booked and, at the last minute, a house on Halifax Avenue in Ormond Beach had a cancellation, and we rented it for 2 months. We had never heard of Ormond Beach.

We fell in love with everything about Ormond Beach. When our lease expired, we rented a condo on the river, began our search for a permanent home, and bought 39 Indian Springs Drive on 6/30/17. We moved in with no furniture...nothing. Later in the year, we sold our house in Lake Forest, IL and physically moved our household. Like many others, our only regret is that we didn't find Ormond Beach sooner.

We have two grown daughters, both are married, both own businesses with their husbands that allow them to work at home, and both have 2 children under the age of 4. One lives in Chicago, and the other in Brooklyn.

We bought 39 Indian Springs Drive specifically because it was configured to easily house our daughters and their families for weeks at a time. As parents and grandparents, we wanted to entice them and our grandchildren to visit often. Last month, both girls and their families spent nearly two weeks with us and one family is returning on August 22nd for a weeks' stay.

Our House

The developer's plans show the corner of our main house, but not the pool and enclosure immediately behind our main house, nor the pool house immediately behind our pool enclosure. Our pool house is the closest structure to our property line and, therefore, closest to the proposed apartment buildings. I have mentioned correcting the misleading depiction of our structures on the developer's plans to both developers or their agents, with no response.

The builder of several homes in Indian Springs, built our house for himself and his family in 2008. They lived here for many years. Naturally, he positioned the house on its property and designed the rear of the house, pool, and pool house to have optimal views of the forest and vegetation now occupying the developer's land behind us. For example, our master bedroom is located at the rear of our house, with sliding doors to the lanai and pool, and a 9' x 7.5' single pane window that faces the developer's property and is the closest portion of our main house to the developer's property.

The Proposed Development

While we had been told by our realtor that the forested land behind us "could never be built on," we also agree that ignorance is no excuse for objecting to the proposed development. In fact, we support the land use for this development and the proposed number of rental units. And, we think the illustration of the proposed buildings are attractive.

Compatibility Concerns and Requests

First, I have no experience in contracting to build a structure of any kind. I don't know how to read the plans that the developer is required to provide us. On the other hand, I challenge any experienced builder, or even a registered surveyor, to use the plans provided to us and, without a GPS or other CAD/CAM aid, to walk out into the forested land to be developed and stake the corners of Buildings 8 and 9.

A. Privacy - We want the impact on our privacy (sight lines, sound, etc.) to be mitigated. The specifics of that mitigation request can be provided only once the following actions are completed:

1. The location of building 8 and 9 are staked with materials that are visible from our property line. The stakes should show buildings directly behind the entire width of our property line.
2. Poles or other identifying objects are positioned to show the height of the 2nd and 3rd floor balconies directly behind the entire width of our property line. Please note: the land on which Buildings 8 and 9 are to be built is significantly higher than our property.
3. New, bright-colored ribbons are placed and visible on all trees that will be removed behind the entire width of our property line. Ribbons originally placed years ago by the Jaffe Corporation have faded or are not visible today.
4. Landscaping - Steven, you mentioned that a landscape designer employed by the city could meet with us to examine and assess current and planned vegetation. I would appreciate it if you would provide me the name and contact information for this landscape designer, or alternately provide my contact information to that person. Landscaping mitigation is particularly crucial to us since much of the current vegetation on the developer's land between our property line and the approximate location of Buildings 8 and 9 is quite short (a few feet high) compared to other areas of the developer's land.
5. Stakes or other objects are placed such that can be seen from our property line along the apartment road beginning prior to the curve around the corner of Building 9 and continuing for the width of our property line. In addition to sound intrusions, we are interested in assessing the impact of vehicle headlights on our property.
6. Parking - Stakes or other objects are placed on all parking spaces, planned and approved (including those not being built by this developer) that face our property line.
7. Configuration of Buildings - The current developer purchased the land and decided to propose the same configuration of buildings as the Jaffe Corporation. I ask that the developer consider positioning Building 8 in a manner that would significantly reduce its undesirable intrusion on our privacy.
8. Urgency - We requested most of the above in person with an employee of the Jaffe Corporation. On June 8, 2022, I made a similar request (primarily focused on 1 and 2 above to an agent of the current developer. My concern is that any delays by the developer in fulfilling our request might prevent us or anyone else from intelligently and thoroughly assessing the impact of this development on the community and its residents and

making that assessment and related mitigation requests known to the developer and those officials who are responsible for reviewing and approving/revising the developer's proposal. In other words, delay or non-compliance with our requests helps the developer and harms impacted Ormond Beach residents. And worse, may prevent approving authorities and commissions from making fully informed decisions.

9. Photoshop technology exists and is available to the developer and, perhaps the City's landscape designer, to provide us with a best effort picture of the impact of the proposed development with and without mitigation. As the owner of the house that is significantly impacted by privacy concerns resulting from the developer's current proposal, I request this support to be provided to us well in advance of any official meeting to review or approve the developer's proposal.

B. Security and Sound - While we view 600+ tenants in 300 units as validation of our decision to decide to live west of Interstate 95, common sense also suggests that density increases the need for increased security. Indian Springs homeowners have suffered break-ins and burglaries in the past. The HOA took steps to increase our security by causing our subdivision to be gated 24/7. The developer's land has provided a natural barrier on our East side.

The construction of a wall or other barrier between the proposed apartment buildings and Indian Springs would strengthen security for all homeowners and tenants and could also provide a sound buffer. My wife and I strongly endorse and support the requests of Steve Curtis and Michael Gentry regarding the need for an effective wall barrier.

C. Traffic Safety - It appears to me that the current developer purchased the land and is proceeding with basically the building plan as was proposed by the Jaffe Corporation. On June 8, 2022 at the meeting at the Coquina Church, I was shocked to learn that the only significant change to the Jaffe plan was to eliminate access to the apartments by tenants from Tymber Creek Road and to require all ingress and egress of tenants to occur west of the Walgreens access on Granada.

I do not understand the reason or benefit of this change or what problem it is attempting to solve. As a reasonable person, causing some large portion of 600+ cars from the apartments to join 100+ parents delivering their children to the Little Blessings School, and hundreds of other parents delivering their children to River Bend Academy within a few hundred linear feet while semi-trucks and other vehicles are joining this same linear space at high speed on Granada through the Tymber Creek intersection is a recipe for disaster. Obviously, FDOT has the expertise to evaluate this and if they approve this without some serious changes to the roadway, I must accept their decision.

What I am requesting now is a written or oral presentation by the developer that describes the reasons and rationale for this dramatic change to the Jaffe proposal.

As I look over the length of the above, one could conclude that my wife and I are strongly opposed to this development. That conclusion would be wrong.

We are generally supportive of growth and development west of I95, and we are specifically in favor of the 300 unit apartment complex that is proposed. Once our requests are met in A and B above, I expect that reasonable mitigation requests arising from a more transparent assessment of the developer's proposal can be agreed upon by all parties.

Finally, I have found this process very frustrating and ineffective due to communication requirements to which developers must comply. A sheet slightly larger than 8.5” x 11”, depicting the location of proposed buildings on forested land covering multiple acres, is not very informative or user friendly for a typical resident. In this situation, knowledge and information equates to power. The information requirements placed on a developer seem to tilt the power equation strongly in favor of the developer. The resident is left largely in the dark, in my opinion. Most of my requests above are my attempt to achieve transparency, a balance of power, and shared facts and information as a basis for reaching agreement on reasonable mitigation solutions.
****

Steven please forward this to whomever you feel is appropriate. I apologize for the length of this note, but felt it was necessary to err on wordiness for those that have never been to our house.

Best regards,

Gary C. Von Glinow
39 Indian Springs Drive
Ormond Beach, FL 32174
phone: 847-624-0619

From: mgentry408@gmail.com
Sent time: 08/08/2022 10:00:45 AM
To: Spraker, Steven
Cc: scurtis <scurtis@charleswayne.com>; Gary Von Glinow <gvg50@aol.com>; Troy Railsback <troyrailsback@yahoo.com>
Subject: Tymber Creek Apartment Complex Proposal

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Dear Mr. Spraker,
Upon review of the latest submittal of the Tymber Creek Apartment complex, I was surprised and disappointed. I attended the Neighborhood meeting at Coquina Church in early June which crystalized the concept of the project. Most of the comments were concerning traffic, safety, security, aesthetics of the area and the footprint of the Complex. After the meeting I spoke with both Marc Watts, Attorney for the developer and Garrison McMillan, the developer. I expressed safety concerns with the property being within a few feet of two homes in our development and my desire for a non-penetrable wall, preferably some type of block, brick at least 8' tall. I also invited Garrison to come walk through our development and see firsthand the next time he was in town. It may be he has not been back to Ormond Beach since the meeting, but I have not heard from him or any member of his team. While I felt he understood my concerns about separation and he indicated he would talk to his team about a fortified wall, the concept of a 6' vinyl white fence is egregious to me and erodes any confidence in addressing other concerns voiced by residents during the meeting.
It is interesting the desire to be "good neighbors" was mentioned multiple times. Yet, when Mr. McMillan was asked his company's intentions, he replied they intend to build it, get it leased, operate it for one year and sell it. This leads me to conclude being a good neighbor only applies to getting approval in a manner which is beneficial for Tellus Partners to sell for an acceptable profit and leave the balance of the "good neighbors" to deal with traffic, safety, security and aesthetics beyond a couple of years.
At this point after reviewing the plans, I feel at a minimum the developer should construct a wall of block or brick at least eight foot high on top of the retention wall they show in the schematic around the property and in all other areas along the property line as required to provide an adequate barrier. This would at least provide a level of separation and security from Indian Springs and the Little Blessings School and Coquina Church which also is adjacent to the property. Additionally, I would require the Developer to reposition Building Nine and arrange the balconies to the woods rather than the homes in Indian Springs and the Little Blessings School.
While I recognize the rights of the developers to build what is allowed within regulations and codes, they should not be entitled to ignore what may be more expensive, inconvenient and a significant change in the surrounding neighborhoods.
I thank you for the opportunity to submit my primary concerns and suggestions on this project.
Sincerely,
Michael Gentry
10 Indian Springs Drive
Ormond Beach, FL 32174
Michael Gentry
Email mgentry408@gmail.com
Cell 386-405-8632

From: Spraker, Steven
To: City Clerk
Subject: Re: I concur with this Ormond Beach Taxpayer/Resident/Voter
Date: Monday, June 13, 2022 9:58:31 AM
Attachments: image003.png
image003.png

Thank you

Sent from my iPad

> On Jun 13, 2022, at 9:53 AM, City Clerk <cityclerk@ormondbeach.org> wrote:
>
> I believe this gets sent to you.
>
> <!--[if !vml]--><!--[endif]-->
> **Ashley McLoughlin**
> **Administrative Assistant, City of Ormond Beach**
> 22 South Beach Street, Ormond Beach, FL 32174
> Main: (386) 677-0311 | Direct: (386) 676-3331 | Fax: (386) 676-3330
> Ashley.McLoughlin@ormondbeach.org
> www.ormondbeach.org
>
> **From:** Amy Sandler <amysandler72@yahoo.com>
> **Sent:** Sunday, June 12, 2022 9:47 AM
> **To:** City Clerk <cityclerk@ormondbeach.org>
> **Subject:** I concur with this Ormond Beach Taxpayer/Resident/Voter
> **[External Email-Use Caution] - OB/IT Helpdesk**
>
> "Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre.
>
> The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes.
>
> A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you
>
> Sent from my iPad

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartmets
Date: Sunday, June 12, 2022 10:13:30 AM

Bill Partington
Sent from my iPhone

Begin forwarded message:

From: V Kester <kester41@gmail.com>
Date: June 12, 2022 at 9:55:33 AM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Tymber Creek Apartmets

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

Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
Victoria Kester
Breakaway Trails resident
Sent from Mail for Windows

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Apartments:
Date: Friday, June 10, 2022 10:57:11 AM

Sent from my iPad

Begin forwarded message:

> **From:** Barry Miller <millerpsu66@icloud.com>
> **Date:** June 10, 2022 at 10:12:01 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Apartments:**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Let’s not start building more apartment complexes in Ormond. Traffic is awful already. Putting apartments on Tymber Creek will only add to the congestion that’s already bad. Have the courage to say no to more building in the Tymber Creek area. Thank you. Barry Miller
>
> Sent from my iPhone

From: Partington, Bill
To: Shanahan, Joyce; Whitley, Claire; Hayes, Randy; Spraker, Steven
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 3:48:50 PM

Sent from my iPad

Begin forwarded message:

From: mclarnanrio316@cs.com
Date: June 10, 2022 at 3:47:43 PM EDT
To: "Partington, Bill" <Bill.Partington@ormondbeach.org>
Subject: Tymber Creek Apartments
Reply-To: mclarnanrio316@cs.com

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

Hello Mayor Partington

Regarding the pending Tymber Creek Apartments project, please do not approve the developer's request for an increase from 10 units to 18 units per acre. The absolutely ridiculous and extremely dangerous traffic pattern the developer has planned for the approximately 500 - 600 cars exiting the apartments, going west on 40 and making a U-turn to come back east, combining that with the heavy traffic issues we presently have is a disaster waiting to happen. Our neighborhoods west of 95 are made up of single family homes. A three story, 300 unit apartment building is not compatible with the area. Please vote nay and represent the citizens of Ormond Beach rather than an out-of-town developer who could care less about the residents living here or the mess he will leave after cramming as many units and people and cars he can into a piece of property smack dab in the middle of our community. Thank you.
Mike & Mindy McLarnan
Tymber Creek
Ormond Beach FL

From: Partington, Bill
To: Shanahan, Joyce; Hayes, Randy; Spraker, Steven; Whitley, Claire
Subject: Fwd: Tymber Creek Apartments
Date: Friday, June 10, 2022 10:56:57 AM

Sent from my iPad

Begin forwarded message:

> **From:** Patricia Lang <outlook_58AC308E4BA1F9B1@outlook.com>
> **Date:** June 10, 2022 at 10:49:06 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apartments**
>
> **[External Email-Use Caution] - OB/IT Helpdesk**
> Pleas, please, NO MORE APARTMENTS! THIS IS SO UNNECESSARY. And both Route #40 and Tymber Creek are already overloaded with vehicles.
> Please save us from further distruction.
> Patricia and Stephen Lang
> 19 Deep Woods Way
> Sent from Mail for Windows

From: Partington, Bill
To: Spraker, Steven; Shanahan, Joyce; Hayes, Randy
Subject: Fwd: Tymber Creek Apts
Date: Thursday, June 9, 2022 9:00:10 AM

Just FYI…..

Sent from my iPad

Begin forwarded message:

> **From:** Anna Hannon <anna_hannon@yahoo.com>
> **Date:** June 9, 2022 at 8:58:25 AM EDT
> **To:** "Partington, Bill" <Bill.Partington@ormondbeach.org>
> **Subject: Tymber Creek Apts**
>
> [External Email-Use Caution] - OB/IT Helpdesk
>
> Hi Bill,
>
> I've met your dad a few times at RCOBA lunches. Nice man!
>
> We need your help going to bat for Ormond Beach residents please. Apartments are just not what we expected when we bought here west of 95. I understand the investor has the right to use it as commercial including multi family apts. But I really urge our city council to stay strong on the 10 units per acres vs the 18 they want. I think people assumed by commercial that it would be restaurants or stores that would bring convenience to our residents like the strip mall by 7-11. Hopefully they listen to your input.
>
> Cobb Cole presented the increase to 18 units per acre like it was a done deal and only when I questioned did he explain that it has not been approved yet. The city doesn't owe special preference to this out of town guy. If he bought it with 10 per acre, that's what it needs to stay at. There's no logical advantage to Ormond Beach residents to increase it. We can't make this change just to bring in more tax money. The long time residents of upscale communities deserve better consideration.
>
> Also can you find out what other properties in Ormond are at risk for apartment development so residents can be more proactive in requesting zoning changes?
>
> It doesn't seem that small town Ormond can take an uptick in density and keep Ormond as the pleasant area that it is. The expansion needs to move west rather than more density where we're already established. Our infrastructure can't take it.
>
> Not looking forward to the Regal turning into apartments either. You can hardly turn out of Publix during rush hour without significant backup on Williams. I think the consensus tonight was that the apartments being built on Clyde Morris

and Williamson makes more sense because we already think of that as commercial. It's east of 95 and it was always a known that it would be developed by commercial. The preference is always condos or townhomes over apartments.

Anna Hannon
386-383-0707

From:	mclarnanrio316@cs.com
To:	Partington, Bill; dwight.selby@ormondbeach.org; troy.kent@ormondbeach.org; Persis, Susan; rob.littleton@ormondbeach.org
Cc:	Shanahan, Joyce; Spraker, Steven
Subject:	Proposed Apartments on Tymber Creek Road
Date:	Friday, February 12, 2021 1:22:32 PM

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

Please protect neighboring communities west of I-95 and deny the Jaffe Corporation's proposed plan to build a three story, ten building, 300

unit apartment complex on Tymber Creek Road at the busy intersection with State Road 40. The City Commission considering such a large,

incompatible project in a wonderful long-established community of single family homes is questionable at best. The resulting

over-development will negatively impact traffic, the environment, water/sewer use, stormwater runoff into the Tomoka River, and compatibility

with neighboring properties adjacent to the proposed "best use of property luxury apartments" which will be exponentially worse than the

Marshside application that the city commission rejected for the same potential impacts on a much lesser scale. Thank you for denying this

proposed project.

Mindy McLarnan
Tymber Creek

From: Darla, Chipper
To: Spraker, Steven
Subject: Planned Apartments
Date: Monday, July 27, 2020 1:47:30 PM

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

Live in Tymber subdivision on Tymber Creek Road 0.5 miles from Granada and Tymber Creek Road intersection.

Mr Spraker,

I am speaking about the planned apartment building behind Wal HGreens on Tymber Creek. The planning board, in my opinion, has gone nuts with allowing unbridled growth plans all over Ormond Beach. Obviously, and sadly, palms are getting greased. Guess this must be remedied at the voting booth. I am against this apartment complex build.

Sincerely,

Darla Wickham
352 Hickory Hill Pl
Ormond Beach

Sent from Mail for Windows 10

Virus-free. www.avast.com

From: Betty Lou Geis
To: Spraker, Steven
Subject: Timber creek apartments
Date: Friday, July 17, 2020 1:00:13 PM

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

I can’t even imagine the city thinking about allowing a 300 multi family apartment complex on the corner of timber Creek and West Granada when we all know what’s going to happen two blocks down to the west with Avalon Park. What are we thinking? Granada Boulevard will become a parking lot ! Does anybody care about the quality of life in Ormond Beach anymore? I hope it comes under considerable scrutiny. Betty Lou Geis.

Betty Lou-
from my iPhone

From: Mail-service
To: Spraker, Steven
Subject: Proposed Apartments On Tymber Creek Road
Date: Monday, June 29, 2020 6:45:47 PM

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

Mr. Spraker

I ask that you do not approve the proposal for apartments at the corner of Tymber Creek Rd and Granada. The area is already overbuilt and this will do nothing to help the situation. There is no housing shortage in Ormond, but there is now an overabundance of traffic. Adding 296 apartments will likely result in an additional 500 cars on the road in this area. From the stoplight on that corner (Tymber Creek / Granada) to the east end of Granada (Rte 1) is 7 miles and there are already 17 traffic lights! That's right, 17 traffic lights! Enough is enough. It's time to come to grips with the overbuilding in Ormond and this would be a great start.

Thank you
Ron and Karen Iseman

ATTACHMENT 4

Environmental information

- St. Johns River Water Management District permit 95674-3
- Landscape analysis
- Listed Species Report
- Environmental Support Document

St. Johns River
Water Management District
Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

September 16, 2022

Garrison McMillan
VCP Ormond Beach II, LLC
2120 S Highway A1A
Vero Beach, FL 32963-3119

SUBJECT: 95674-3
Tymber Creek Apartments

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on September 16, 2022. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:
If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:
For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:
To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

Rob Bradley, CHAIR FLEMING ISLAND
Maryam H. Ghyabi-White, VICE CHAIR ORMOND BEACH
J. Chris Peterson, SECRETARY WINTER PARK
Ron Howse, TREASURER COCOA
Ryan Atwood MOUNT DORA
Doug Bournique VERO BEACH
Douglas Burnett ST. AUGUSTINE
Cole Oliver MERRITT ISLAND
Janet Price FERNANDINA BEACH

select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:
Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at http://www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,

Michelle Reiber

Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Harry H Newkirk
Newkirk Engineering
1230 N US Highway 1
Ste 3
Ormond Beach, FL 32174-6636

Bill Griffy
Ecological Consulting Solutions, Inc.
235 Hunt Club Ct
Ste 202
Longwood, FL 32779

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 95674-3 **DATE ISSUED:** September 16, 2022

PROJECT NAME: Tymber Creek Apartments

A PERMIT AUTHORIZING:
The District authorizes, as limited by the attached permit conditions, the construction and operation of a Stormwater Management System for a 13.537-acre project known as Tymber Creek Apartments as per plans received by the District on August 31, 2022 and the Wetland Impact / Preservation Plan (Sheet 85) received by the District on April 12, 2022.

LOCATION:
Section(s): 25 Township(s): 14S Range(s): 31E
Volusia County

Receiving Water Body:

Name	Class
Little Tomoka River	III Fresh, OFW, IW

ISSUED TO:
VCP Ormond Beach II, LLC
2120 S Highway A1A
Vero Beach, FL 32963-3119

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached “Exhibit A”, dated September 16, 2022

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: Michelle Reiber

Michelle Reiber
Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 95674-3
Tymber Creek Apartments
DATED September 16, 2022

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

    a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

    b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

    a. Immediately if any previously submitted information is discovered to be inaccurate; and

    b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall

request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. This permit for construction will expire five years from the date of issuance.

20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

22. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

23. Deed of Conservation Easement

    This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

    Description of Conservation Easement Area.
    The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

    If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

    Recording of Conservation Easement.
    Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I(October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

    The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat

reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.
The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

24. The operation and maintenance entity shall submit inspection reports to the District one year after the operation phase of the permit becomes effective and every two years thereafter on form 62-330.311(1), "Operation and Maintenance Inspection Certification". The inspection form must be signed and sealed by an appropriate registered professional.

25. The proposed project must be constructed and operated as per plans received by the District on August 31, 2022 and the Wetland Impact / Preservation Plan (Sheet 85) received by the District on April 12, 2022.

26. Proposed impacts to wetlands and upland Riparian Habitat Protection Zone (RHPZ) must be in accordance with the environmental plans received by the District on December 1, 2020.

27. The proposed mitigation plan, which includes preservation of 2.264 acres of wetlands and 2.778 acres of adjacent uplands onsite per Drawing 85 of the plans received by the District on April 12, 2022 and the purchase of 1.89 forested freshwater UMAM credits from Tiger Bay Mitigation Bank per the letter of reservation received by the District on April 12, 2022, is incorporated as a condition of this permit.

28. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 1.89 forested freshwater UMAM mitigation credits have been debited from Basin 17 of the Tiger Bay Mitigation Bank ledger.

29. In the event that the permittee does not successfully complete the transaction to obtain 1.89 forested freshwater UMAM mitigation credits from Basin 17 of Tiger Bay Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.

30. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas

bound by the conservation easement (as depicted on Drawing 85 received by the District on April 12, 2022) that state:

“CONSERVATION AREA: No dumping, land clearing, or other disturbance to vegetation will be permitted beyond this point.”

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.

9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to *compliancesupport@sjrwmd.com* (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
permit#_____. The project is located in _____County, Section _____, Township _____ South, Range _____ East. The permit authorizes a surface water management system on _____ acres for _____ known as _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA
The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BAKER
Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BRADFORD
Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

BREVARD
Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

CLAY
Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

DUVAL
Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

FLAGLER
Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

INDIAN RIVER
Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

LAKE
Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

MARION
Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

NASSAU
News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

OKEECHOBEE
Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

ORANGE
Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

OSCEOLA
Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM
Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

ST. JOHNS
St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

SEMINOLE
Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

VOLUSIA
News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

CITY OF ORMOND BEACH

22 South Beach Street
Ormond Beach, Florida 32174
TEL: (386) 676-3288
FAX: (386) 676-3304
E-mail: cara.culliver@ormondbeach.org

Memorandum

To: Steven Spraker **Date:** November 4, 2022

Re: **Tymber Creek Apartments – Landscape Analysis**

From: Cara Culliver **CC:**

Steven,

The purpose of this memorandum is to provide tree information for this proposed apartment project which includes landscape buffers, specimen/historic trees, tree mitigation and requirements for natural preservation areas.
The landscape buffers required for this project are 20' foot landscape buffers for the north, west & east sides of this parcel. The north landscape buffer proposed along the Moss Point subdivision in the north western portion varies from 195' to 130' and narrows to 70' in the north eastern portion of the buffer. The proposed west landscape buffer varies from 140' to 57' feet. The proposed east landscape buffer along Tymber Creek Road is 20' feet. The south landscape buffer that abuts the future commercial parcel requires a 6' foot landscape buffer and a 10' buffer is being proposed. The landscape buffers around the Walgreens pond to the north requires a 6' foot which is shown, the west landscape buffer requires a 6' foot and a 10' foot is being proposed. The landscape buffers around the Volusia County pond to the north, west and south sides require a 6' foot buffer and a 11'-6" foot is being proposed.

The site is required to save 78 specimen trees and 207 specimen trees are retained. There are also 7 historic trees (4 Bald Cypress & 3 Live Oaks) all of which are being saved. In addition to specimen/historic trees the site requires that fifteen percent of the site is designated for tree preservation. Fifteen percent of the total gross area is 2.94 acres. The project provides 4.99 acres of proposed tree preservation which includes the north and west areas of the site.

All items concerning, landscape buffers, specimen/historic tree preservation, tree minimum site requirements and protected/specimen tree mitigation have been addressed by the design team.
Sincerely,

Cara L. Culliver

Cara Culliver, R.L.A.

March 30th, 2020

Garrison McMillan
Tellus Partners
6753 Jones Mill Court Suite A
Norcross, GA 30092

RE: Tymber Creek Apartments
Volusia County, Florida
Listed Species Report
ECS Project No. 801.01.20

Dear Mr. McMillan:

On March 16th, 2020, a listed species survey was conducted on the Tymber Creek Apartments property. The subject property is located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida.

The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The rest of the property is pine dominated uplands.

A survey of the project boundaries was conducted to assess the potential occurrence of flora and fauna listed as threatened or endangered by the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and the Florida Department of Agriculture (FDA). Tables 1 and 2 provide a listing of the species known to occur within Volusia County and their expected occurrence of the project site. The findings and conclusions of the survey are reported in this letter.

The survey was conducted by Ecological Consulting Solutions Inc (ECS) for the purpose of evaluating the site for the presence or absence of wetland habitat and protected flora and fauna or their habitat. The survey was conducted by means of pedestrian transects in the early morning to assure the potential of observing listed fauna as recommended by the FWC and the USFWS.

The following resources were used for supporting information during the site assessment and letter preparation:

- Color aerial photographs (1" = 300), 2020, Google Earth, Volusia County, Florida.
- United States Geological Survey (USGS) 7.5-minute quadrangle map, Volusia County, Florida, (ArcGIS).
- National Wetlands Inventory Mapping, U.S. Fish and Wildlife Service.
- Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (USFWS and FWC).

Pedestrian and vehicular surveys of the proposed project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to *the Florida Land Use, Cover and Forms Classification System, Department of Transportation* (FLUCFCS; DOT 1999). Five (05) land-use type was determined for the project site (Figure 2). A brief description of the FLUCFCS community is provided below.

411 – Pine Flatwoods

Located in the southern portion of the project as well as an area in the northeast. The canopy is dominated by longleaf pine (*Pinus palustris*) with some slash pine (*Pinus elliotii*). The understory is dominated by saw palmetto (*Serenoa repens*). Groundcover consists of bahia grass (*Paspalum notatum*) and grapevine (*Vitis spp*.).

436 – Upland Scrub, Pine and Hardwoods

Located in the center of the property, this habitat was heavily vegetated with some open sandy areas. Vegetation observed includes sweetgum (*Liquidambar styraciflua*), loblolly bay (*Gordonia lasianthus*), sand live oak (*Quercus geminata*), live oak (*Quercus virginianna*), crepe myrtle (*Lagerstroemia spp.*), runner oak (*Quercus pumila*), cogon grass (*Imperata cylindrica*), fetter bush (*Lyonia lucida.*), stagger bush (*Lyonia spp.*), galberry (*Ilex glabra*),

530 – Reservoir

This habitat is located on the eastern side of the property. The edge of the habitat is mowed and maintained. Juvenile red maples (*Acer rubrum*) and bald cypress (*Taxodium distichum*) appear to have been planted along the bank. Aquatic vegetation is sparse, some cattail (*Typha spp*.) and algae were observed.

615 – Stream and Lake Swamps (Bottomland)

Found along the northern and western boundary this habitat is defined by low lying areas with a natural creek running through it. Canopy species consist of bald cypress, pond pine (*Pinus serotina*), laurel oak (*Quercus laurifolia*), red maple, and water oak (*Qyercus nigra*). Other vegetation observed includes dogwood (*Cornus florida*), maiden cane (*Panicum hemitomon*), yellow eyed grass (*Xyris spp.*), and spoon flower (*Peltandra sagittifolia*).

617 – Mixed Wetland Hardwoods

Found in the areas that surround the creek habitat. The canopy here is a mixture of species including slash pine, southern magnolia (*Magnolia grandiflora*), pig nut hickory (*Carya glabra*), cabbage palm (*Sabal palmetto*), sweetgum, laurel oak, Carolina laurel cherry (*Prunus caroliniana*), water oak, and turkey oak (*Quercus laevis*). Ground cover was minimal and consists of bahia grass, blackberry, and some cogon grass.

Listed Species Survey

A survey was conducted using pedestrian transects throughout the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern (SSC) by the Florida Fish and Wildlife Conservation Commission (FWC), United States Fish and Wildlife Service (USFWS), and Florida Department of Agriculture (FDA).

ECS biologists searched the USFWS database at http://endangered.fws.gov for the presence of critical habitats within the proposed project site. There are no critical habitats within the project boundaries.

On January 11, 2017, the FWC State listing status changes, originally proposed back in 2010, became official after the approval of Florida's Imperiled Species Management Plan by FWC Commissioners.

• 15 species were removed from Florida's Endangered and Threatened Species List: Eastern chipmunk, Florida mouse, brown pelican, limpkin, snowy egret, white ibis, peninsula ribbon snake (Lower Keys population), red rat snake Lower Keys population), striped mud turtle (Lower Keys population), Suwannee cooter, gopher frog, Pine Barrens tree frog, Lake Eustis pupfish, mangrove rivulus, and Florida tree snail.

• 23 species changed from State-designated Species of Special Concern to State-designated Threatened species: Sherman's short-tailed shrew, Sanibel rice rat, little blue heron, tricolored heron, reddish egret, roseate spoonbill, American oystercatcher, black skimmer, Florida burrowing owl, Marian's marsh wren, Worthington's Marsh wren, Scott's seaside sparrow, Wakulla seaside sparrow, Barbour's map turtle, Florida Keys mole skink, Florida pine snake, Georgia blind salamander, Florida bog frog, bluenose shiner, saltmarsh top minnow, Southern tessellated darter, Santa Fe crayfish, and Black Creek crayfish.

• 14 species keep their State-designated Threatened status: Everglades mink, Big Cypress fox squirrel, Florida sandhill crane, snowy plover, least tern, white-crowned pigeon, Southeastern American kestrel, Florida brown snake (Lower Keys population), Key ringneck snake, short-tailed snake, rim rock crowned snake, Key silverside, blackmouth shiner, and crystal darter.

• Five species listed as State-designated Species of Special Concern: (list species): Homosassa shrew, Sherman's fox squirrel, osprey (Monroe County population), alligator snapping turtle, and harlequin darter.

Birds

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. Overall, about fifteen (15) are expected to occur in central Florida.

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. For Volusia County, the USFWS federally lists five (5) bird species. Only about fifteen (15) are expected to occur in central Florida. No listed birds were observed at this site (Table 1).

Florida scrub jays (*Aphelocoma c. coerulescens)* were not observed on the project site. This species is listed as threatened at the state and federal levels. The property does not contain scrub habitat. There were no open sandy patches of groundcover. The guidelines outlined in the *Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991)* were reviewed prior to the site visit to aid with the habitat assessment. No scrub jays were observed or vocalizations heard.

ECS reviewed the mapped locations of Florida scrub jays and the mapped habitat areas per Volusia County. The project is not within or adjacent to known occupied habitat or potential habitat. The scrub habitat onsite is a wetland scrub and not considered habitat for scrub jays.

Red-cockaded woodpeckers (*Picoides borealis*) are listed as endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed and the upland habitat type is suitable. There was open pine flatwood habitat with old-growth pines that characterize RCW nesting and foraging habitat.

Listed wading birds such as limpkin (*Aramus guarauna),* little blue heron (*Egretta caerulea),* tricolored heron (*Egretta tricolor),* white ibis (*Eudocimus albus)* and wood stork *(Mycteria americana)* were not observed. The onsite wetlands do provide wading bird habitat. No wading birds or nests were observed.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The USFWS has established a 660-foot protection zone around a bald eagle nest.

ECS searched the FWC website to determine if any documented bald eagle nests are within 660 feet of the project site. There is one reported bald eagle nest in close proximity to the project site located over 1,000ft from the property boundary. ECS did not observe any bald eagle nests anywhere within the property boundaries. Therefore, the project site is outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the site. There is no foraging habitat for kestrels. No birds were observed on or offsite at the time of the survey.

Florida sandhill cranes (*Grus canadensis pratensis*), a Threatened Species, were not observed within the project boundaries.

Amphibians and Reptiles

About thirty (30) species of Florida's amphibians and reptiles are protected. For Volusia County, the USFWS federally lists four (4) reptile species. Only a few could occur on this site. Only a few could occur on this site. No listed reptile or amphibian species were observed within the project boundaries.

The sand skink (*Neoseps reynoldsi*) is listed as threatened by both FWS and FWC. The sand skink is primarily found in rosemary scrub, sand pine and oak scrub. Sand skinks require loose sand with large area of no groundcover or canopy cover. The property is not within the sand skink consultation area.

Gopher Tortoise

A cursory survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus)*, a species listed by the FWC as a Threatened. During the cursory survey, five (05) active and inactive gopher tortoise burrows were observed within the project site. Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana capito)* and eastern indigo snake (*Drymarchon corais couperi)* also receive protection, but were not observed.

Currently, there are 4 suitable options to conduct activities that may adversely impact tortoises. The options are to:

1. Avoid developing the area occupied by the tortoises.

2. Avoid individual burrow entrances to ensure the protection of the entire burrow, usually a distance of 50 feet.

3. Capture and relocate the tortoises to a separate onsite location.

4. Capture and relocate the tortoises to an offsite FWC-approved recipient site.

Tortoises may be relocated to an on-site preserve at a density of up to 4 tortoises per acre of suitable upland habitat. Onsite recipient sites must be suitable set-aside areas that are not disturbed by construction activities, that provide a safe environment, and that exclude (through temporary fencing or other means) tortoises from development areas until such development activities have been completed.

Gopher tortoises need access to the following: 1) sufficient areas of forage (herbaceous and low-growing plants including native broadleaf grasses, legumes [bean/pea family], asters, blackberries and other fruits, prickly pear cactus, and a variety of other non-native grasses, except cogon grass); 2) sandy, well-drained, open (uncanopied), sunny sites for burrows and basking; 3) protection from dogs, cats, other exotic predators, human harassment, and busy roads. Such general conditions must remain after development, outside the built footprint on the site.

Small sites typically have gopher tortoises that normally "roam" between adjoining neighboring parcels to forage or burrow, so this should be considered as well. The herbaceous vegetation must be maintained (mowing, burning, etc.), and pesticides/herbicides should not be used in the recipient area.

A permanent FWC-approved easement must also be placed over the onsite recipient area to be maintained in perpetuity.

If the project site does not have a dedicated onsite preserve for tortoises, then offsite relocation will be necessary. In this event, tortoises can be relocated by biologists to an FWC approved recipient site. ECS biologists are authorized by the FWC to relocate gopher tortoises by various means including backhoe extraction. ECS also manages five (5) gopher tortoise recipient sites which are long-term protected sites.

The tasks associated with conducting an offsite relocation of tortoises would include reserving as yet to be determined number of acres at the recipient site, submitting an application to the FWC for the relocation, removing the tortoises from the donor site to the recipient site and reporting the results of the relocation to the FWC. It typically takes 14 to 30 days to obtain the permit to relocate the onsite gopher tortoise population to an approved recipient site. Once the relocation permit is received, ECS can complete the relocation using either the backhoe or bucket trapping extraction methods.

Eastern Indigo Snake

Concerning the eastern indigo snake, ECS conducted survey transects to identify potential aboveground and underground refugia, which eastern indigo snakes may inhabit. Underground refugia includes active or inactive gopher tortoise burrows, mammal burrows, hollows at the base of trees and other similar formations. Above ground refugia includes thick shrub formations, stumps, the base of thick palmetto, ground litter, brush piles, trash piles, and abandoned structures, and crevices of rock-lined ditch walls and other similar refugia.

Surveys for eastern indigo snakes are recommended by the USFWS during the time of October 01st through April 30th. There were little suitable refugia for the eastern indigo snake onsite. No eastern indigo snakes were observed.

The USFWS has established new programmatic effect determination key (Key) as part of the eastern indigo snake management. The Key allows the USFWS to require mitigation for eastern indigo snake habitat if 25 or more acres of suitable habitat will be impacted for development.

The mitigation fee is $7,500 for 50 acres which equates to $150 per acre of habitat. Therefore, the acreage determined to be eastern indigo snake habitat can be multiplied by $150 to determine the mitigation fee.

The USFWS has established a fund that a developer can pay into for mitigation.

A developer can pay up front and then no surveys for the eastern indigo snakes are required. The survey is a minimum 5-day survey. To save time and monies associated with the surveys, the developer can pay a fee and expedite the permitting process.

To determine if the site has eastern indigo snake habitat will be up to the USFWS reviewer assigned to the project.

The Key only applies if a project has Army Corps of Engineers jurisdictional wetlands. It was designed to speed up the permitting process for indigo snakes when there are Army Corps of Engineers jurisdictional wetlands onsite. The idea is a developer pays into the fund and gets a permit quickly.

If a project site does not have Army Corps of Engineers jurisdictional wetlands, then the programmatic key cannot be used. Under this circumstance, formal consultation with the USFWS would have to be conducted which can take up to 6 months to obtain a permit to impact eastern indigo snake habitat.

The USFWS requires the developer to notify the local field office via email at least **30 days prior** to any clearing/land alteration activities.

The notification has to include an eastern indigo snake protection/education plan. This notification can occur via email with the protection/education plan attached.

As long as the signatory of the e-mail certifies compliance with the protection/education plan (including use of the USFWS informational poster and brochure), no further written confirmation or "approval" from the USFWS is needed and the applicant may move forward with the project.

Mammals

Thirty-three (33) mammals are currently protected in Florida. For Volusia County, the USFWS federally lists no mammal species.

ECS searched for the presence of fox squirrels (*Sciurus niger shermani*) and the Florida mouse (*Podomys floridanus)* and their possible den or nest sites. The presence of gopher tortoise burrows increases the likelihood for the Florida mouse.

No mammal species were observed.

Listed Plants

There were no protected plant species found on the project site (Table 2).

Currently, there are no technical reports available by the state or federal agencies mentioned in this letter report for the survey of the nearly 400 protected plant species. None of the agencies require relocation or mitigation for protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and regulates plants listed as "endangered", "commercially exploited" and "threatened".

There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property. However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS. Additionally, harvesting three or more commercially exploited plants from the private land of another or any public land will also require a DACS permit.

Summary

In summary, one listed species the gopher tortoise was observed within the project site. A 100% gopher tortoise survey will be necessary to determine the onsite gopher tortoise population. Once the survey is complete, a cost estimate can be prepared to relocate the onsite gopher tortoise population.

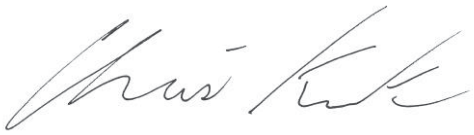
There wetlands and a stormwater ponds present on site.

Prior to any land clearing or construction activities, the USFWS must be provided with an eastern indigo snake protection/education plan. The USFWS must approve the protection/education plan prior to construction. There were no other environmental concerns observed for this project.

Ecological Consulting Solutions Inc. appreciates the opportunity to provide you with our services. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

ECOLOGICAL CONSULTING SOLUTIONS INC



Chris Krack

PICTURES



Wetland habitat located on site.



Upland habitat on site.

FIGURES



LEGEND

Project Boundary (± 30.11 Acres)

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Ecological Consulting Solutions, Inc.

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
LOCATION MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #: 1**

0 2,500 5,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



LEGEND

- Project Boundary (± 30.11 Acres)
- 411 Pine Flatwoods
- 436 Upland Scrub, Pine and Hardwoods
- 530 Reservoirs
- 615 Stream and Lake Swamps (Bottomland)
- 617 Mixed Wetland Hardwoods

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Ecological Consulting Solutions, Inc.

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
FLUCFCS MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #: 2**

0 225 450 Feet

N

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Longwood, Florida 32779
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LEGEND

- Project Boundary (± 30.11 Acres)
- Five (05) Potentially Occupied Gopher Tortoise Burrows

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TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
BURROW MAP

PROJECT #: 801.01.20 DATE: 03/13/20 FIGURE #: 3

0 225 450 Feet

N

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TABLES

TABLE 1: PROTECTED FAUNA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.

SPECIES	FWC STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
REPTILES				
Drymarchon corais couperi Eastern indigo snake	T	T	Dry habitats bordered by water; often occupy *G. polyphemus* burrows	Medium: some habitat available, gopher tortoise burrows observed
Gopherus polyphemus Gopher tortoise	SSC	_	Well drained soil; xeric pine-oak hammocks and scrub; pine flatwoods	High: habitat available, burrows observed
Neoseps reynoldsii Sand Skink	T	T	Well drained sandy soil, open areas, sand pine-rosemary scrub	Low: habitat not available, none sighted, outside of known range
Pituophis melanoleucus mugitus Florida pine snake	SSC	_	Dry, sandy barrens in xeric oak and pine-wooded sandhills	Low: some habitat present, none observed
Stilosoma extenuatum Short-tailed snake	T	_	Sandy upland ridges; xeric oak pine woods; xeric oak hammocks	Low: habitat not present, none sighted
AMPHIBIANS				
Rana areolata aesopus Florida gopher frog	SSC	-	Dry, xeric habitats with wetlands such as isolated permanent ponds and cypress domes	Low: habitat not available, gopher tortoise burrows observed
BIRDS				
Aphelocoma coerulescens Florida scrub jay	T	T	Level, sterile, white sand with low, xeric oak scrub	Low: scrub habitat available on site, none sighted
Aramus guarauna Limpkin	SSC	_	Densely vegetated swamps, lakeshores and slow streams	Low: open water habitat unavailable on site, none sighted
Egretta caerulea Little blue heron	SSC	_	Lake littorus; shallow ponds and marshes	Low: foraging habitat available, no birds sighted
Egretta thula Snowy egret	SSC	_	Lake littorus; shallow ponds and marshes	Low: foraging habitat available, no birds sighted

TABLE 1: PROTECTED FAUNA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.

SPECIES	FWC STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
BIRDS (cont..)				
Egretta tricolor Tricolored heron	SSC	_	Lake littorus; shallow ponds and marshes	Low: foraging habitat available, none sighted
Eudocimus albus White ibis	SSC	-	Beaches, mudflats, wet fields and prairies, forested wetlands and marshes	Low: foraging habitat available, none sighted
Falco peregrinus tundrius Peregrine falcon	E	_	Coastal beaches, prairies, and marshes	Low: no habitat available, none sighted.
Falco sparverius paulus Southeastern American kestrel	T	_	Forest edges, and clearings; nests in mature pines	Low: habitat marginal, none sighted
Grus canadensis pratensis Florida sandhill crane	T	_	Marshes, wet prairies, pastures, and open herbaceous rangeland	Low: habitat not available, no birds sighted
Haliaeetus leucocephalus Bald eagle	T	T	Open (<60% canopy cover), mature pine forests < 2 km from expansive open waters	Low: habitat unavailable, nest search was negative
Mycteria americana Wood stork	E	E	Nests is cypress swamps; forage sites range from shallow marshes to roadway borrow pits	Low: habitat not available, none sighted
Picoides borealis Red-cockaded Woodpecker	E	E	Old-growth pine flatwoods with regular fire occurrence are required for nesting	Low: habitat not available, none sighted
MAMMALS				
Podomys floridanus Florida mouse	SSC	_	Sand pine scrub; xeric oak-pine flatwoods; often associated with *G. polyphemus* burrows	Low: habitat limited, none sighted
Sciurus niger shermani Sherman's fox squirrel	SSC	_	Mature flatwoods of sandhills; occasional in tall cypress-bay forests	Low: no habitat available, none sighted
Ursus americanus floridanus Florida black bear	T	_	Nearly-impenetrable wooded thickets and swamps	Low: habitat not available, none sighted

Footnotes to Table 1

1 FWC - Florida Fish and Wildlife Conservation Commission, formerly the Florida Game and Fresh Water Fish Commission; Official Lists of Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997.

2 USFWS – United States Fish and Wildlife Service; List obtained from FWC's Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997.

(E-endangered, T-threatened, SSC-species of special concern, CE-commercially exploited). C1 (candidate for federal listing, with enough substantial information on biological vulnerability and threats to support proposals for listing) and C2 (candidate for listing, with some evidence of vulnerability, but for which not enough data exists to support listing) are no longer official categories.

3 Habitats described by:

Ashton, R.E. and P.S. Ashton. 1985 Handbook of Reptiles and Amphibians of Florida (3 vols.). Windward Publ. Inc. Miami.
Conant, R. 1975 A Field Guide to Reptiles and Amphibians of Eastern/Central North America (2nd ed.). Houghton Mifflin Co. Boston 430 pp.
Kale, H.W. 1978. Volume Two; Birds. In P.C.H. Pritchard (ed.), Rare and Endangered Biota of Florida. University Presses of Florida. Gainesville. 121 pp.
Kale, H.W. and D.S. Maehr. 1990. Florida's Birds: A Handbook and Reference. Pineapple Press. Sarasota. 288 pp.
Layne, L.N. 1978 Volume One: Mammals. In P.C.H. Pritchard (ed.), Rare and Endangered Biota of Florida. University Presses of Florida. Gainesville, 52 pp.
McLane, W.M. 1985. The Fishes of the St. Johns River, Florida. Ph.D. diss. University of Florida, Gainesville. 361 pp.
Peterson, R.T. 1980. A Field Guide to the Birds of East of the Rockies (4th ed.). Houghton Mifflin Co. Boston. 384 pp.

4 Likelihood of occurrence: Low, Moderate or High, based on the best available data and selective field observations.

TABLE 2: PROTECTED FLORA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.

SPECIES	FDA STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
Calopogon barbatus Bearded grass pink	T	_	Damp pinelands	Low: habitat not available, none found
Calopogon multiflorus Many-flowed grass pink	E	_	Open, damp, occasionally recently burned pinelands and meadows	Low: habitat not available, none found
Deerinfothamnus rugelii Rugel's pawpaw	E	E	Mesic flatwoods	Low: habitat not available, none found
Encyclia tampensis Butterfly orchid	CE	_	Cypress swamps, hardwood swamps and hammocks	Low: habitat not available, none found
Epidendrum conopseum Greenfly orchid	CE	_	Cypress swamps, hardwood swamps and hammocks	Low: habitat not available, none found
Hartwrightia floridiana Florida Hartwrightia	T	_	Wet, open areas, moist grasslands, and sphagnum bogs	Low: no habitat available, none found
Lilium catesbaei Southern red lily	T	_	Mesic flatwoods, wet prairies, usually in graminoid systems	Low: habitat not available, none found
Listera australis Southern tway blade	T	_	Hammocks, low moist woods in deep humus, ravines, shady stream banks, sphagnum	Low: habitat not available, none found
Nemastylis floridana Fall-flowering ixia	E	_	Marshes; grassy openings of wet hammocks moist flatwoods	Low: habitat available, none found
Platanthera blephariglottis Large white fringed orchid	T	_	Inhabits sphagnum bogs, meadows, damp fields and woods	Low: no habitat available, none found
Platanthera cristata Golden fringed orchid	T	_	Low moist meadows and damp pine woods	Low: habitat not available, none found
Platanthera flava Southern tubercled orchid	T	_	Very wet habitats such as swamps, bogs and wet forests with thick, black mud	Low: no habitat available, none found

TABLE 2: **PROTECTED FLORA FOUND IN VOLUSIA COUNTY, FLORIDA AND THEIR EXPECTED OCCURRENCE ON THE TYMBER CREEK APARTMENTS PROPERTY.**

SPECIES	FDA STATUS (1)	USFWS STATUS (2)	PREFERRED HABITAT (3)	PROBABILITY OF OCCURRENCE (4)
Platanthera integra Southern yellow fringeless orchid	E		Marshes and wet pine flatwoods	Low: no habitat available, none found
Platanthera nivea Snowy orchid	T	_	Open bogs and sunny, wet meadows	Low: habitat not available, none found
Pogonia ophioglossoides Rose pogonia	T	_	Open, wet meadows and sphagnum bogs, poorly drained roadside ditches	Low: habitat not available, none found
Polygala lewtonii Scrub (Lewton's) milkwort	E	E	Dry oak woodlands and scrub	Low: habitat not available, none found.
Rhapidophyluum hystrix Needle palm	CE	_	Wet to mesic woods and hammocks; spring fed stream bottoms	Low: habitat not available, none found
Spiranthes brevilabris floridana Florida Ladies' tresses	E	_	Open meadows and damp pinelands, road shoulders, ditches	Low: habitat available, none found
Spiranthes laciniata Lace-tip ladies' tresses	T	_	Marshes and cypress swamps; road banks and ditches	Low: habitat available, none found
Spiranthes longilabris Long-tip ladies' tresses	T	_	Marshes and wet prairies	Low: habitat available, none found
Stenorrhynchos lanceolatus var. lanceolatus Leafless beaked orchid	T	_	Vacant lots, open pastures, pine flatwoods and mowed roadsides	Low: habitat available, none found
Tillandsia fasciculata Common wild pine	E	_	Cypress swamps and hammocks	Low: habitat available, none found
Tillandsia utriculata Giant wild pine	E	_	Hammocks and cypress swamps	Low: habitat available, none found
Zephyranthes simpsonii Simpson zephyr lily	T	_	Dome swamps, wet flatwoods, ditches, wet pastures, often burned-over areas	Low: habitat not available, none found

Table 2 Footnotes

1 FDA – Florida Department of Agriculture and Consumer Services; List obtained from FWC's Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997. Supporting information from FNAI - Florida Natural Inventory; Matrix of habitats and distribution by county of rare/endangered fauna and flora in Florida, published April 1990.

2 USFWS – United States Fish and Wildlife Service; List obtained from FWC's Florida's Endangered Species, Threatened Species and Species of Special Concern, published August 1997.

[E-endangered, T-threatened, SSC- species of special concern, CE-commercially exploited.] C1 (candidate for federal listing, with enough substantial information on biological vulnerability and threats to support for listing) and C2 (candidate for listing with some evidence of vulnerability, but for which not enough data exist to support listing) are no longer official categories.

3 Habitats described by:

Bell, C.R. and B.J. Taylor. 1982. Florida Wild Flowers and Roadside Plants. Laurel Hill Press, Chapel Hill, NC 308pp.
FNAI - Florida Natural Inventory; Matrix of Habitats and Distribution by County of Rare/Endangered Species in Florida, published April 1990.
Godfrey, R.K. 1988. Trees, Shrubs, and Woody Vines of Northern Florida, and Adjacent Georgia and Alabama. University Georgia Press. Athens, GA 734 pp.
Ward, D.B. (publ. date not listed). Volume Five,. Plants, in P.C.H. Pritchard (ed.), Rare and Endangered Biota of Florida. University Presses of Florida, Gainesville. 175 pp.
Wunderlin, R.P. 1982. Guide to Vascular Plants of Florida. University Presses of Florida, Gainesville, FL. 472 pp.

4 Likelihood of occurrence: Low, Moderate, or High, based on the best available data and selective field observations.

TYMBER CREEK APARTMENTS

VOLUSIA COUNTY, FLORIDA

Environmental Support Document

Prepared For:

St. Johns River Water Management District
Maitland Service Center
601 South Lake Destiny Road, Suite 200
Maitland, FL 32751

Prepared By:

235 Hunt Club Blvd.
Suite 202
Longwood, FL 32779

July 2020

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Appendix A: Conservation Area Wetland Tables:

Table 1: Project Wetland (WL) and Other Surface Water (SW) Summary

Table 2: Project On-Site Mitigation Summary

Table 3: Project Off-Site Mitigation Summary

Appendix B: Part I - Qualitative Description of Assessment / Part II – Quantification of Assessment Areas

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

ENVIRONMENTAL SUPPORT DOCUMENT

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA

1.0 INTRODUCTION

The 19.62-acre Tymber Creek Apartments project site is located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida (Figure 1).

The subject property contains a large wetland along the northern and western boundary, a small isolated wetland on the east side of the property as well as a reservoir in the eastern portion of the project site. The rest of the property is pine dominated uplands.

The purpose of this application is to obtain a permit for wetland impacts associated with a proposed apartment complex (Figure 2). The site plan proposes a 300-unit apartment complex consisting of 10 apartment buildings, clubhouse with pool, maintenance building, trash compactor and dog park.

This application is based on the attached site plan (Figure 2). The total project area is $\pm$ 19.62 acres, with wetlands totaling 2.401 acres. ECS did not delineate the onsite wetlands. Two wetlands are present within the project boundaries.

Proposed wetland impacts total 0.137 acres (5,957 s.f.) of onsite wetlands. These impacts consist of six separate impact areas. Impacts to the isolated wetland on the east side of the property is proposed as well as five very small impacts to the western wetland. As compensation, the applicant proposes to provide onsite wetland preservation. Figure 2 depicts the proposed wetland impacts.

This project site is within the Halifax River hydrologic basin.

The project site was reviewed to determine the geological features of the landscape (e.g. soils and topography), to identify the remaining vegetative communities that occur within the project boundary, and to determine the occurrence of threatened and endangered flora and fauna within the parcel. The findings and conclusions of these studies are presented within this document.

2.0 SITE CHARACTERISTICS

2.1 TOPOGRAPHY

According to the U.S.G.S. 7.5 Minute Topographic Map, the project site elevations range from 5 feet to 20 feet above sea level. The highest elevations are found on the central and south sides of the property. The elevations decrease towards the large onsite wetland strand located on the north and west portions of the property. The wetland strand is associated with the Tomoka River. The isolated wetland is not depicted. Overall, the property appeared well drained. The upland portion of the property appeared relatively flat.

2.2 SOILS

Soil composition information for the subject site was obtained from the *Soils Survey of Volusia County, Florida*, United States Department of Agriculture; Soil Conservation Service. Six (6) soil type lies within the subject site of which, one (1) soil type (Pomona-St. Johns complex) is considered hydric.

2.3 VEGETATIVE COMMUNITY ANALYSIS

Pedestrian surveys of the project site were conducted in order to qualitatively document the existing vegetation and to assess the present land use patterns according to th*e Florida Land Use, Cover and Forms Classification System, Department of Transportation* (FLUCFCS; DOT 1999). Five (5) land-use types were determined for the project site. A brief description of each FLUCFCS community is provided below (Figure 3).

411 – Pine Flatwoods

Located in the southern portion of the project as well as an area in the northeast. The canopy is dominated by longleaf pine (*Pinus palustris*) with some slash pine (*Pinus elliotii*). The understory is dominated by saw palmetto (*Serenoa repens*). Groundcover consists of bahia grass (*Paspalum notatum*) and grapevine (*Vitis spp*.).

436 – Upland Scrub, Pine and Hardwoods

Located in the center of the property, this habitat was heavily vegetated with some open sandy areas. Vegetation observed includes sweetgum (*Liquidambar styraciflua*), loblolly bay (*Gordonia lasianthus*), sand live oak (*Quercus geminata*), live oak (*Quercus virginiana*), crepe myrtle (*Lagerstroemia spp.*), runner oak (*Quercus pumila*), cogon grass (*Imperata cylindrica*), fetter bush (*Lyonia lucida.*), stagger bush (*Lyonia spp.*) and gallberry (*Ilex glabra*).

530 – Reservoir

This habitat is located on the eastern side of the property. The edge of the habitat is mowed and maintained. Juvenile red maples (*Acer rubrum*) and bald cypress (*Taxodium distichum*) appear to have been planted along the bank. Aquatic vegetation is sparse, some cattail (*Typha spp*.) and algae were observed.

615 – Stream and Lake Swamps (Bottomland)

Found along the northern and western boundary this habitat is defined by low lying areas with a natural creek running through it. Canopy species consist of bald cypress, pond pine (*Pinus serotina*), laurel oak (*Quercus laurifolia*), red maple, and water oak (*Quercus nigra*). Other vegetation observed includes dogwood (*Cornus florida*), maiden cane (*Panicum hemitomon*), yellow eyed grass (*Xyris spp.*), and spoon flower (*Peltandra sagittifolia*).

617 – Mixed Wetland Hardwoods

Found in the areas that surround the creek habitat. The canopy here is a mixture of species including slash pine, southern magnolia (*Magnolia grandiflora*), pig nut hickory (*Carya glabra*), cabbage palm (*Sabal palmetto*), sweetgum, laurel oak, Carolina laurel cherry (*Prunus caroliniana*), water oak, and turkey oak (*Quercus laevis*). Ground cover was minimal and consists of bahia grass, blackberry, and some cogon grass

3.0 THREATENED AND ENDANGERED SPECIES

3.1 METHODOLOGY

Pedestrian and vehicular transects were conducted throughout 100% of the site to assess the occurrence, or potential for occurrence, of flora and fauna listed as threatened, endangered, or as species of special concern by the Florida Fish and Wildlife Conservation Commission (FWC) and the U. S. Fish and Wildlife Services (USFWS). Various resources were employed to assist with the survey. These resources included ArcGIS aerial maps; Florida Natural Areas Inventory and Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida (FWC).

3.2 Fauna

Approximately 35 species (and sub-species) of birds found in Florida are protected by the FWC and/or the USFWS. Overall, about fifteen (15) are expected to occur in central Florida. For Volusia County, the USFWS federally lists five bird species. No listed bird species were observed at this site (Table 1).

Florida scrub jays (*Aphelocoma c. coerulescens)* were not observed on the project

site. This species is listed as threatened at the state and federal levels. The onsite upland habitat does contain scrub habitat. The guidelines outlined in the *Ecology & Development-Related Habitat Requirements of the Florida Scrub Jay (April 1991)* were reviewed prior to the site visit. No scrub jays were observed or vocalizations heard.

ECS reviewed the mapped locations of Florida scrub jays and the mapped habitat areas per Volusia County. The project is not within or adjacent to known occupied habitat or potential habitat. The scrub habitat onsite is a wetland scrub and not considered habitat for scrub jays.

Red-cockaded woodpeckers (*Picoides borealis*) are listed as endangered (USFWS) and endangered (FWC). No red-cockaded woodpeckers were observed and the upland habitat type is suitable. There was open pine flatwood habitat with old-growth pines that characterize RCW nesting and foraging habitat.

Listed wading birds such as limpkin (*Aramus guarauna),* little blue heron (*Egretta caerulea),* tricolored heron (*Egretta tricolor),* white ibis (*Eudocimus albus)* and wood stork *(Mycteria americana)* were not observed. The large onsite wetland does provide wading bird habitat. No wading birds or nests were observed.

Bald eagles (*Haliaeetus leucocephalus*) or their nests were not observed on the site. Bald eagles are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act. The USFWS has established a 660 foot protection zone around a bald eagle nest.

ECS searched the FWC website to determine if any documented bald eagle nests are within 660 feet of the project site. There is one reported bald eagle nest in close proximity to the project site and is located over 1,000ft from the property boundary. ECS did not observe any bald eagle nests anywhere within the property boundaries. Therefore, the project site is outside of the 660-foot eagle nest protection zone and the development will not affect any bald eagle nests.

No other listed raptors such as Southeastern American kestrels (*Falco sparverius paulus*) or Arctic peregrine falcons (*Falco peregrinus tundrius*) were observed on or around the site. There is little foraging habitat for kestrels. No birds were observed on or offsite at the time of the survey.

Amphibians and Reptiles

About thirty (30) species of Florida's amphibians and reptiles are protected. For Volusia County, the USFWS federally lists seven reptile species. Only a few could occur on this site. No listed reptile or amphibian species were observed within the project boundaries.

A cursory survey was conducted throughout the property for gopher tortoises (*Gopherus polyphemus)*, a species listed by the FWC as a Threatened. During the cursory survey, five (05) active and inactive gopher tortoise burrows were observed within the project site. Several commensal species associated with gopher tortoise burrows, including the gopher frog (*Rana capito)* and eastern indigo snake (*Drymarchon corais couperi)* also receive protection, but were not observed. A permit will be obtained from the FWC to relocate the onsite gopher tortoise population.

Concerning the eastern indigo snake, ECS conducted survey transects to identify potential aboveground and underground refugia, which eastern indigo snakes may inhabit. Underground refugia includes active or inactive gopher tortoise burrows, mammal burrows, hollows at the base of trees and other similar formations. Above ground refugia includes thick shrub formations, stumps, the base of thick palmetto, ground litter, brush piles, trash piles, and abandoned structures, and crevices of rock-lined ditch walls and other similar refugia.

Surveys for eastern indigo snakes are recommended by the USFWS during the time period of October 01st through April 30th. There were little suitable refugia for the eastern indigo snake onsite. No eastern indigo snakes were observed.

On August 1, 2017, the USFWS has revised their programmatic key for the eastern indigo snake. The changes allow the USFWS to ask for mitigation for impacts to eastern indigo snake habitat if 25 or more acres of suitable habitat will be impacted for development. The USFWS has established a fund that a developer can pay into for mitigation. This change is only for south Florida and does not include Volusia County.

Mammals

Thirty-three (33) mammals are currently protected in Florida. For Volusia County, the USFWS federally lists one mammal species. An estimated two (2) State listed mammal species occur within Volusia County. None were observed on this site.

ECS focused our search on fox squirrels (*Sciurus niger shermani*) and the Florida mouse (*Podomys floridanus)* and their possible den or nest sites. We did not observe any listed mammals or their potential den sites. The presence of gopher tortoise burrows increases the probability of the Florida mouse occurring onsite.

3.3 Flora

There were no protected plant species found on the project site. Currently, there are no technical reports available by the state or federal agencies, mentioned in this report, for the survey of protected plant species.

The Department of Agriculture and Consumer Services (DACS) designates and

regulates plants listed as "endangered", "commercially exploited" and "threatened". There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from his property. However, it is unlawful for an individual to harvest an endangered or threatened species from the private land of another or any public land without first obtaining written permission of that landowner and a permit from DACS.

3.4 REGULATORY REVIEW

U. S. Fish and Wildlife Service

The U.S. Fish and Wildlife Service (USFWS) is the federal agency responsible for protecting the nation's fish and wildlife resources through implementation of the Endangered Species Act of 1973, as amended ("ESA"), 16 U.S.G. 1531-1543. The USFWS has responsibility for terrestrial and fresh water species. In Florida, 104 species are federally listed as threatened and endangered.

Florida Fish and Wildlife Conservation Commission

Article IV, Section 9 of the Florida Constitution authorizes the Florida Fish and Wildlife Conservation Commission (FWC) to "exercise the regulatory and executive powers in the state with regard to the wild animal life and fresh water aquatic life..." The FWC regulates the taking of individuals listed as endangered, threatened, or of special concern and their nests. The FWC also provides technical assistance to other agencies that have regulatory authority over activities, which may affect fish and wildlife and their habitat. The regulatory role of the FWC is currently restricted to protecting animals, not their habitats. However, current FWC policies allow for habitat protection as compensation for the "taking" of individuals of the species. The FWC Office of Environmental Services (OES) provides technical assistance to other agencies that regulate development activities. These agencies include the Department of Community Affairs, the Department of Environmental Protection, the U.S. Army Corps of Engineers, water management districts, regional planning councils and local governments. Currently, the FWC lists 106 species of animals.

Florida Department of Agriculture and Consumer Services

In Section 581.185, F. S., the Florida Legislature delegated to the Department of Agriculture and Consumer Services (FDA) authority to designate and regulate plants listed as "endangered", "commercially exploited" and "threatened". There is no statutory prohibition against a landowner from harvesting an endangered or threatened plant from its own property. It is unlawful for an individual to harvest from the private land of another or any public land without first obtaining written permission of the landowner and a permit from FDA. Harvesting three or more commercially exploited plants will also require a FDA permit.

4.0 WETLAND ANALYSIS

The wetland strand located on the west and north sides of the property is part of a larger wetland system associated with the Tomoka River. The wetland portion along the northern property boundary is characterized by sudden decrease in elevation, standing water with a forested edge adjacent to the standing water and visible flow. Overall, the wetland is considered good quality. The uplands are forested with a dense saw palmetto understory. There were no signs of historic cattle grazing or disturbance of this wetland other than small amounts of trash which may have floating into the property under high water conditions.

The wetland located along the western property boundary is much narrower than the north wetland. It is more of a wetland strand in appearance. The side slopes are not as steep and standing water was only present in small pools on the northwest portion of the property. Single family homes border this strand to the west. This wetland also exhibited minimal signs of disturbance. The wetland groundcover is mostly pine duff with some scattered fern species.

The isolated wetland located on the east side of the property is forested. It has previously been impacted by the construction of Tymber Creek Road. The east side of this wetland has a heavy shrub component. This wetland is less than 0.5 acres in size and has no connections with offsite wetlands. Only a portion of this wetland is onsite. The previous consultant delineated the entirety of this wetland.

Overall, the lack of management has played an important role in eliminating natural processes such as fire and natural regeneration. There were no observed ditches present.

4.1 IMPACT AVOIDANCE AND MINIMIZATION ANALYSIS

Complete avoidance and minimization (reduction of wetland impacts) to the onsite wetlands cannot be achieved due to the shape of the property combined with the location of the onsite wetland habitats. Wetland impacts are unavoidable. The proposed wetland impacts are necessary for pad construction and stormwater pond construction.

The site has been designed to impact the isolated wetland while limiting impacts to five small areas along the western strand wetland. No impacts are proposed to the wetland along the north property boundary. Development is proposed to the upland habitats, maximizing usage of the available upland habitat.

Impact Areas 1,2,3,4 and 5 are necessary for sloping from the proposed parking area. As the edge of the parking area slopes from the construction grade, down towards the wetland, five small impacts are necessary.

The proposed wetland preservation will continue to provide habitat for wildlife

species. The proposed impact to wildlife and fish is considered minimal. The applicant does propose mitigation that provides regional ecological value.

4.1.1 Wetland Impacts

The wetland impacts associated with the proposed development is shown in Figure 2. Approximately 0.137 acres of impacts are proposed. The individual wetland impacts are detailed below.

Wetland Impact Area 1 – 0.005 acres (220 sf.)
Wetland Impact Area 2 – 0.006 acres (287 sf.)
Wetland Impact Area 3 – 0.001 acres (27 sf.)
Wetland Impact Area 4 – 0.001 acres (28 sf.)
Wetland Impact Area 5 – 0.002 acres (87 sf.)
Wetland Impact Area 6 – 0.122 acres (5,308 sf.)

Wetland Impact Areas 1 through 5 are to the narrow wetland strand located on the west side of the property. The impacts are to the extreme wetland perimeter and are necessary for a uniform curvature of the parking for the apartments. The impact areas are forested.

Impact Area 6 is to an isolated wetland, less than 0.5 acres in size with no connection to offsite wetlands.

The higher quality wetland habitat with standing water, water flow, will be preserved.

Mitigation is proposed for the 0.015 acres of wetland impacts (Wetland Impact Areas 1 through 5). These impacts will be compensated for by onsite wetland preservation.

4.2 SECONDARY AND CUMULATIVE IMPACTS

The criteria within Sections 4.2.7 and 4.2.8 of the SFWMD Applicants Handbook could be reviewed to provide reasonable assurances that any proposed wetland impacts would not result in adverse secondary or cumulative impacts to the water resources associated with this project.

Secondary impacts were assessed for the proposed 0.015 acres of wetland impacts. The distance of each impact area and a depth of 100 feet was used to determine the limits of secondary impacts and is discussed under Section 5.3.

No listed species were identified within or adjacent to the project area. Impacts to the upland-nesting habitat of listed species that are aquatic or wetland dependent are not expected to occur.

Upland buffers as well as additional upland preservation will also be provided.

The proposed mitigation offsets the project's adverse impacts and it is in the same drainage basin; therefore, the project complies with 12.2.8, ERP A.H.

5.0 UNIFORM MITIGATION ASSESSMENT METHOD

Per subsection 373.414(18), F.S., a uniform mitigation assessment method (UMAM) was employed to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and\or to award and deduct mitigation bank credits.

The standardized procedures for assessing the functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact and the amount of mitigation necessary to offset wetland and surface water loss, were adhered to as outlined in Chapter 62-345.

A qualitative description, per Section 62-345.00.400, F.A.C. (referred to as Part I) and quantification of assessment areas, per Sections 62-345.500 and .600, F.A.C. (referred to as Part II) was conducted for the onsite wetland. Reasonable scientific judgment was used when applying this method.

5.1 Part I – Qualitative Description of Impact Area

The information provided on the data sheets (Appendix B) has been previously discussed in this document. Please refer to the vegetative descriptions under Section 2.3 “Vegetative Community Analysis” and Section 3.3 “Listed Species Survey Results” for detailed information as summarized on the data sheet.

5.2 Part II – Quantification of Impact Assessment Area

The five (5) impact areas were assessed as a single impact area since they are so small, all to the same wetland and identical in habitat type. The assessment areas were analyzed to determine the degree to which the assessment area provides the functions identified in Part I and the amount of function lost or gained by the project for the impacted jurisdictional onsite wetlands. The areas chosen represent wetland vegetation, soils and hydrology of the onsite wetland and upland buffer, and also include existing sub-canopy and groundcover vegetative species. The assessment area represents current conditions of the existing onsite wetland and upland buffer. Three categories of indicators of wetland function were scored to the extent that they affect the ecological value of the assessment areas. These indicators include: 1) location and landscape support, 2) water environment and 3) community structure.

Wetland Assessment Area is the five impact areas on the west side of the property, totaling 0.115 acres. The current condition of the impact area was

assessed and a delta of 0.7 was determined. Multiplying the delta (0.7) with the impact acreage (0.015) yielded a functional loss (FL) of 0.0105. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

5.3 Secondary Impacts

Secondary impacts were assessed for the five impact areas. Please see the attached secondary impact map.

More specifically, secondary impacts were assessed along the boundary of each wetland impact area. The linear feet by an average depth of 100 feet was assessed for secondary impacts or 0.115 acres.

The secondary impact areas are as follows;

Wetland Impact Area 1 – 0.016 acres
Wetland Impact Area 2 – 0.034 acres
Wetland Impact Area 3 – 0.015 acres
Wetland Impact Area 4 – 0.014 acres
Wetland Impact Area 5 – 0.036 acres

The current condition of the secondary impact area was assessed and a score of 0.63 was determined. A score of 0.7 was determined for the without condition. The difference is a delta of 0.07. Multiplying the delta (0.07) with the impact secondary acreage (0.115) yielded a functional loss (FL) of 0.008. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The combined functional loss is 0.019.

6.0 PROPOSED MITIGATION

The loss of wetland function due to the proposed impacts can be sufficiently mitigated with onsite wetland preservation. The proposed mitigation plan will more than compensate for the loss of the aforementioned wetlands. The total functional loss (direct impacts and secondary impacts) is 0.019.

Wetland Preservation Areas 1 and 2 is the 1.797 acres of the northern onsite wetland.

The current condition of the preservation area was assessed and a delta of 0.03 was determined. A preservation adjustment factor of 0.6 was determined. This preservation adjustment factor was based on a proposed management plan, the ecological and hydrological relationship to the onsite preservation area and to the offsite wetlands associated with the Tomoka River and the floodplain habitat the

onsite wetlands provide. Multiplying the adjusted mitigation delta (0.018) with the preservation acreage (1.797) yielded a regional functional gain (RFG) of 0.032. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

Wetland Preservation Area 3 is the 0.467 acres of the northern onsite wetland.

The current condition of the preservation area was assessed and a delta of 0.03 was determined. A preservation adjustment factor of 0.5 was determined. This preservation adjustment factor was based on a proposed management plan, the ecological and hydrological relationship to the onsite preservation area and to the offsite wetlands associated with the Tomoka River. Multiplying the adjusted mitigation delta (0.015) with the preservation acreage (0.467) yielded a regional functional gain (RFG) of 0.007. Please see the data sheet for the individual information determined for the three indicators of wetland function (Appendix B).

The combined regional functional gain for the onsite preservation areas is 0.039.

Subtracting the regional functional gain score from the total functional loss score (0.019 – 0.039) results in surplus of 0.02. Upland buffers will also be provided as well as additional upland preservation. The eight (8) upland preservation areas are labeled on the site plan. The upland preservation areas were not assessed with UMAM as they were not necessary to offset the proposed wetland impacts.

7.0 SUMMARY

As previously discussed, approximately 0.137 acres of wetland impacts are proposed. Mitigation is proposed for 0.115 acres of proposed wetland impacts. Secondary impacts were estimated. A combined functional loss of 0.019 was determined for the direct impacts and the anticipated secondary impacts to onsite wetlands.

Mitigation will be provided through 2.264 acres of onsite wetland preservation. Upland preservation will consist of 2.599 acres.

FIGURES



LEGEND

Project Boundary (± 30.11 Acres)

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Ecological Consulting Solutions, Inc.

TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
LOCATION MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #: 1**

0 2,500 5,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA
  5,957 SF / 0.137 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 649 SF / 0.015 AC
- WETLAND PRESERVATION AREA
  98,619 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA
  113,202 SF / 2.599 AC (TOTAL)
- CONSERVATION EASEMENT AREA
  211,821 SF / 4.863 AC (TOTAL)
- CONSERVATION EASEMENT SIGN
  (SEE DETAIL, THIS SHEET)

CONSERVATION AREA

NO DUMPING, LAND CLEARING OR OTHER DISTURBANCE TO SOILS OR VEGETATION PERMITTED BEYOND THIS POINT

FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.

CONSERVATION EASEMENT SIGN

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.Newkirk Engineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

WETLAND IMPACT / PRESERVATION PLAN
TYMBER CREEK APARTMENTS

36 N TYMBER CREEK ROAD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	JUNE 2020
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

62



LEGEND

- Project Boundary (± 30.11 Acres)
- 411 Pine Flatwoods
- 436 Upland Scrub, Pine and Hardwoods
- 530 Reservoirs
- 615 Stream and Lake Swamps (Bottomland)
- 617 Mixed Wetland Hardwoods

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Ecological Consulting Solutions, Inc.

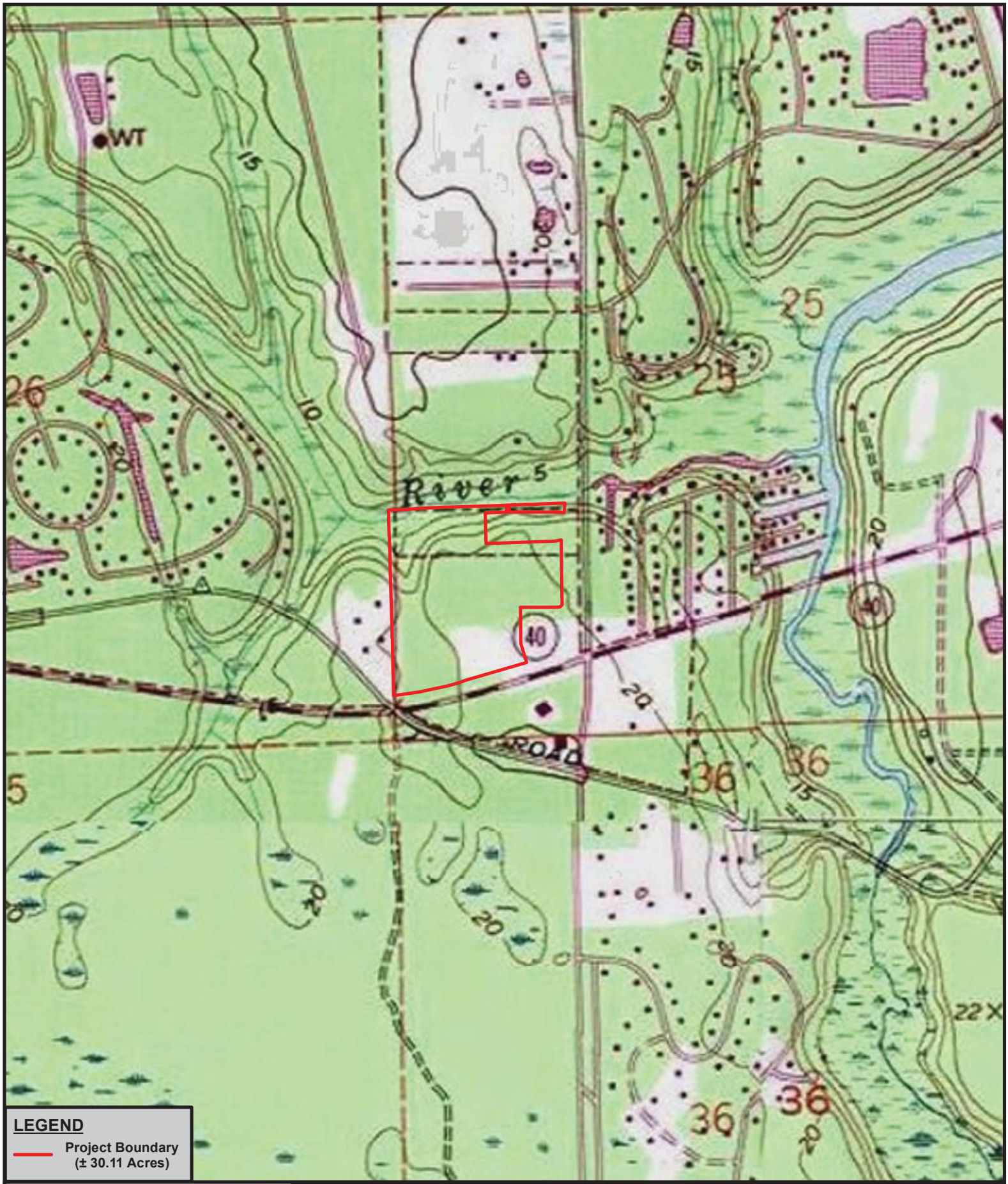
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
FLUCFCS MAP

PROJECT #: 801.01.20 DATE: 03/13/20 FIGURE #:3

0 225 450 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



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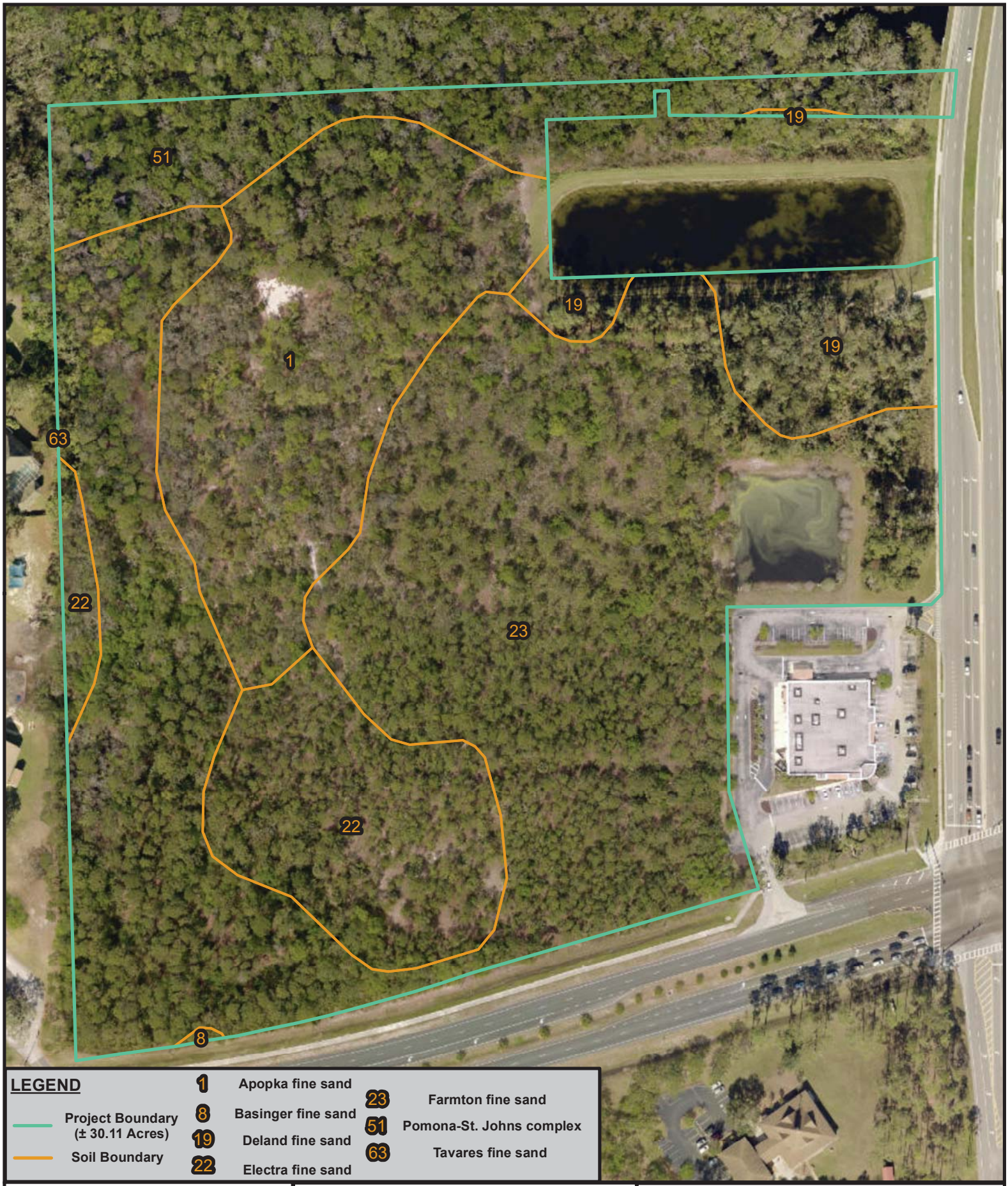
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
TOPO MAP

PROJECT #: 801.01.20 DATE: 03/13/20 FIGURE #:4

0 1,000 2,000 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc



LEGEND

Project Boundary (± 30.11 Acres)

Soil Boundary

1	Apopka fine sand
8	Basinger fine sand
19	Deland fine sand
22	Electra fine sand
23	Farmton fine sand
51	Pomona-St. Johns complex
63	Tavares fine sand

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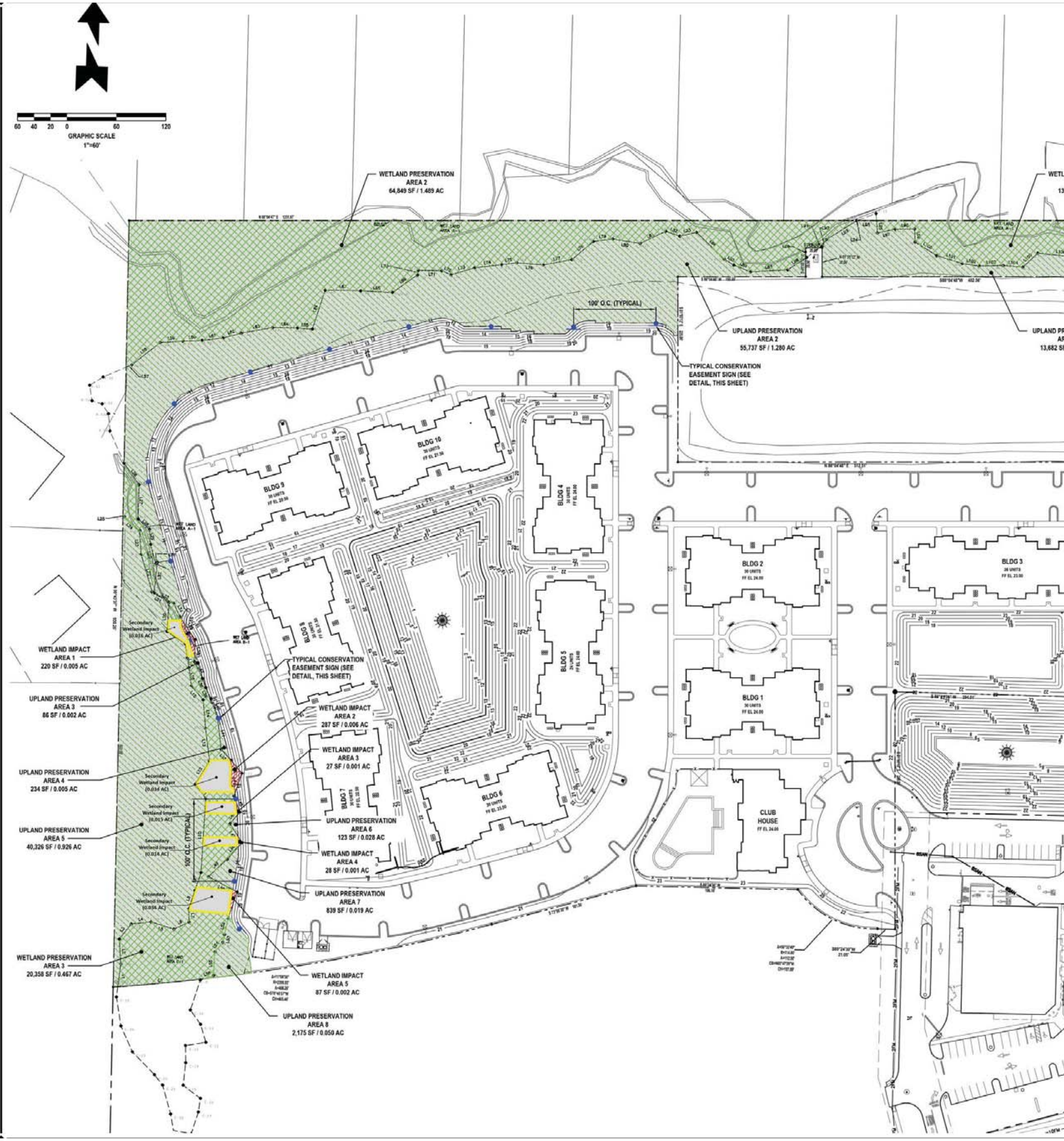
TYMBER CREEK APARTMENTS
VOLUSIA COUNTY, FLORIDA
NRCS SOILS MAP

PROJECT #: 801.01.20 **DATE: 03/13/20** **FIGURE #:5**

0 225 450 Feet

N

235 N. Hunt Club Blvd. Suite 202
Longwood, Florida 32779
Office: (407) 869-9434 Fax: (407) 869-9436
CKrack@ecsfl.cc


GRAPHIC SCALE
1"=60'
WETLAND PRESERVATION AREA 2
64,849 SF / 1.489 AC
100' O.C. (TYPICAL)
UPLAND PRESERVATION AREA 2
55,737 SF / 1.280 AC
TYPICAL CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)
BLDG 10
BLDG 9
BLDG 4
BLDG 8
BLDG 5
BLDG 2
BLDG 3
BLDG 1
BLDG 6
BLDG 7
CLUB HOUSE
WETLAND IMPACT AREA 1
220 SF / 0.005 AC
UPLAND PRESERVATION AREA 3
86 SF / 0.002 AC
TYPICAL CONSERVATION EASEMENT SIGN (SEE DETAIL, THIS SHEET)
WETLAND IMPACT AREA 2
287 SF / 0.006 AC
WETLAND IMPACT AREA 3
27 SF / 0.001 AC
UPLAND PRESERVATION AREA 4
234 SF / 0.005 AC
UPLAND PRESERVATION AREA 6
123 SF / 0.028 AC
UPLAND PRESERVATION AREA 5
40,326 SF / 0.926 AC
WETLAND IMPACT AREA 4
28 SF / 0.001 AC
UPLAND PRESERVATION AREA 7
839 SF / 0.019 AC
WETLAND PRESERVATION AREA 3
20,358 SF / 0.467 AC
WETLAND IMPACT AREA 5
87 SF / 0.002 AC
UPLAND PRESERVATION AREA 8
2,175 SF / 0.050 AC

APPENDIX A

Appendix B

Table 1: PROJECT WETLAND (WL) AND OTHER SURFACE WATER (SW) SUMMARY

WL & SW ID	WL & SW TYPE (FLUCFCS)	WL & SW SIZE (acres)	WL& SW NOT IMPACTED	TEMPORARY WL & SW IMPACTS			PERMANENT WL & SW IMPACTS			MITIGATION ID
				WL & SW TYPE	IMPACT SIZE	IMPACT CODE	WL & SW TYPE (FLUCFCS)	IMPACT SIZE	IMPACT CODE	
Wetland 1	615, 617	2.279	2.264				617	0.015	F	Preservation
Wetland 2	530	0.122	0.00				530	0.122		None
PROJECT TOTALS:		2.401	2.264					0.137		

Comments:
CODES (multiple entries per cell not allowed):
Wetland Type: from an established wetland classification system (see Section E, 111b.)
Impact Type: D=Dredge; F=Fill; H=change hydrology; S=shading; C=clearing; O=other
FROM NUMBER 40C-4.900(1) Pg 8 of 12

Table 2: PROJECT ON-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TYPE	AREA	TYPE
Preservation Area 1 & 2							1.797	615,617				
Preservation Area 3							0.467	615,617				
PROJECT TOTALS							2.264					

CODES (multiple entries per cell not allowed):
Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer:_____

FROM NUMBER 40C-4.900(1) Pg 9 of 1

Table 3: PROJECT OFF-SITE MITIGATION SUMMARY

MITIGATION ID	CREATION		RESTORATION		ENHANCEMENT		WETLAND PRESERVE		UPLAND PRESERVE		OTHER	
	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TARGET TYPE	AREA	TYPE	AREA	TYPE	AREA	TYPE
N/A												
PROJECT TOTALS												

CODES (multiple entries per cell not allowed):
Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Reviewer:_____

FROM NUMBER 40C-4.900(1) Pg 9 of 1

APPENDIX B

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Wetland Impact Area 1,2,3,4,5

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 611		Impact	0.015 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

The assessment area consists of an impact to a mixed wetland hardwoods located on the eastern part of the property. The canopy consists of predominately slash pines (Pinus elliottii), sweet bay (Magnolia virginiana with red maple (Acer rubrum) and sweetgum (Liquidambar styraciflua). Understory species include dahoon holly and wax myrtle (Myrica cerifera). The groundcover consists of Virginia chain fern (Woodwardia virginica), cinnamon fern (Osmunda cinnamomea), dog fennel (Eupatorium capillifolium), royal fern (Osmunda regalis) and redroot (Lachnanthes caroliana). Standing water is not present.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
amphibians, reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Wetland Impact Area 1,2,3,4,5
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Wetland Impact - 0.015 acres	Bill Griffy	7/13/20

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: 7	with: 0
Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed.		
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: 7	with: 0
Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species.		
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: 7	with: 0
Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics.		

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres: 0.7	with: 0

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.7 X 0.015=0.0105

Delta = [with-current]
0.7

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Secondary Impact Areas 1,2,3,4,5

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 611		Impact	0.115 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

The assessment area consists of anticipated secondary impacts to a mixed wetland hardwoods located on the eastern part of the property. The canopy consists of predominately slash pines (Pinus elliottii), sweet bay (Magnolia virginiana with red maple (Acer rubrum) and sweetgum (Liquidambar styraciflua). Understory species include dahoon holly and wax myrtle (Myrica cerifera). The groundcover consists of Virginia chain fern (Woodwardia virginica), cinnamon fern (Osmunda cinnamomea), dog fennel (Eupatorium capillifolium), royal fern (Osmunda regalis) and redroot (Lachnanthes caroliana). Standing water is not present.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
amphibians, reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Secondary Impact Area 1,2,3,4,5
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Secondary Wetland Impact - 0.115 acres	Bill Griffy	7/13/20

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: 7	with: 6	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed.
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: 7	with: 7	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: 7	with: 6	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres: 0.7	with: 0.63

If preservation as mitigation,
Preservation adjustment factor =
Adjusted mitigation delta =

For impact assessment areas
FL = delta x acres = 0.07 X 0.115=0.008

Delta = [with-current]
0.07

If mitigation
Time lag (t-factor) =
Risk factor =

For mitigation assessment areas
RFG = delta/(t-factor x risk) =

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Wetland Preservation Areas 1 and 2

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 615 / 617		Mitigation	1.797acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

Found along the northern boundary this habitat is defined by low lying areas with a natural creek running through it. Canopy species consist of bald cypress, pond pine (Pinus serotina), laurel oak (Quercus laurifolia), red maple, and water oak (Qyercus nigra). Other vegetation observed includes dogwood (Cornus florida), maiden cane (Panicum hemitomon), yellow eyed grass (Xyris spp.), and spoon flower (Peltandra sagittifolia). The upper banks consist of slash pine, southern magnolia (Magnolia grandiflora), pig nut hickory (Carya glabra), cabbage palm (Sabal palmetto), sweetgum, laurel oak, Carolina laurel cherry (Prunus caroliniana), water oak, and turkey oak (Quercus laevis). Ground cover was minimal and consists of bahia grass, blackberry, and some cogon grass. Water flows through this area.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
fish, amphibians, reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

raccoon and white-tailed deer tracks

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Wetland Preservation 1 and 2
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Mitigation - 1.797 acres	Bill Griffy	7/13/20

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

	w/o pres or current	with	
.500(6)(a) Location and Landscape Support	7	7	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed. Large area of upland buffer will remain on the south side of the wetland.
.500(6)(b)Water Environment (n/a for uplands)	7	7	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species. Master stormwater management system will maintain water discharge into the wetland.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	7	8	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics. Management Plan part of the mitigation plan.

Score = sum of above scores/30 (if uplands, divide by 20)	current or w/o pres	with
	0.7	0.73

Delta = [with-current]
0.03

If preservation as mitigation,	
Preservation adjustment factor =	0.6
Adjusted mitigation delta =	0.018

If mitigation	
Time lag (t-factor) =	1
Risk factor =	1

For impact assessment areas
FL = delta x acres =

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.032

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

PART I – Qualitative Description
(See Section 62-345.400, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartments		Wetland Preservation Area 3

FLUCCs code	Further classification (optional)	Impact or Mitigation Site?	Assessment Area Size
FLUCFCS 615 / 617		Mitigation	0.467 acres

Basin/Watershed Name/Number	Affected Waterbody (Class)	Special Classification (i.e.OFW, AP, other local/state/federal designation of importance)
.....	Class I	

Geographic relationship to and hydrologic connection with wetlands, other surface water, uplands

The subject property is 19.62 acres located north of W Granada Boulevard, south of Moss Point Road, and west of N Tymber Creek Avenue in Ormond Beach, Florida. More specifically, the subject property is located in Section 25 Township 14 South and Range 31 East of Volusia County, Florida. The subject property contains a large wetland along the northern and western boundary as well as a reservoir in the eastern portion of the project site. The total amount of wetlands on site totals 2.401 acres. The rest of the property is pine dominated uplands.

Assessment area description

Found along the western boundary this habitat is a narrow "finger" wetland. Canopy species consist of laurel oak (Quercus laurifolia), red maple, sweetgum, cabbage palm and water oak (Qyercus nigra). Other vegetation observed includes domaiden cane (Panicum hemitomon), yellow eyed grass (Xyris spp.). The groundcover contains a large amount of duff.

Significant nearby features	Uniqueness (considering the relative rarity in relation to the regional landscape.)
the Tomoka River is due north of the project site	This impact area (wetland habitat) not unique or rare in relation to the regional landscape.

Functions	Mitigation for previous permit/other historic use
Provides wildlife habitat for local species, water quality from runoff	none

Anticipated Wildlife Utilization Based on Literature Review (List of species that are representative of the assessment area and reasonably expected to be found)	Anticipated Utilization by Listed Species (List species, their legal classification (E, T, SSC), type of use, and intensity of use of the assessment area)
reptiles, songbirds and mammals	none found in Volusia County

Observed Evidence of Wildlife Utilization (List species directly observed, or other signs such as tracks, droppings, casings, nests, etc.):

none

Additional relevant factors:

Assessment conducted by:	Assessment date(s):
Bill Griffy	7/13/20

Form 62-345.900(1), F.A.C. [effective date 02-04-2004]

PART II – Quantification of Assessment Area (impact or mitigation)
(See Sections 62-345.500 and .600, F.A.C.)

Site/Project Name	Application Number	Assessment Area Name or Number
Tymber Creek Apartment		Wetland Preservation 3
Impact or Mitigation	**Assessment conducted by:**	**Assessment date:**
Mitigation - 0.467 acres	Bill Griffy	7/13/20

Scoring Guidance
The scoring of each indicator is based on what would be suitable for the type of wetland or surface water assessed

Optimal (10)	Moderate(7)	Minimal (4)	Not Present (0)
Condition is optimal and fully supports wetland/surface water functions	Condition is less than optimal, but sufficient to maintain most wetland/surface waterfunctions	Minimal level of support of wetland/surface water functions	Condition is insufficient to provide wetland/surface water functions

.500(6)(a) Location and Landscape Support	w/o pres or current: 7 / with: 7	Support for wildlife species outside of Assessment Area is moderate. Provides some benefits, adverse impacts from upland land uses outside of Assessment Area, natural connection to offsite wetlands, upland provides protection, uplands to be developed. Large area of upland buffer will remain on the east and west sides of the wetland.
.500(6)(b)Water Environment (n/a for uplands)	w/o pres or current: 7 / with: 7	Standing water is not present in the AA, uplands undeveloped, no evidence of flow rates, no ditching observed, no evidence of fire, nuisance and some exotic species in low numbers, no wading birds observed in Assessment Area, some native desirable wetland plant species. Light penetration is sufficient for herbaceous species. Master stormwater management system will maintain water discharge into the wetland.
.500(6)(c)Community structure 1. Vegetation and/or 2. Benthic Community	w/o pres or current: 7 / with: 8	Canopy cover dominated by red maple, slash pine, some shrub cover, some desirable wetland species. Adjacent uplands are undeveloped pine and scrub, some snags, low lying topographic area. no evident land management practices. Encourages recruitment of invasive exotics. Management Plan part of the mitigation plan.

Score = sum of above scores/30 (if uplands, divide by 20)	
current or w/o pres: 0.7	with: 0.73

If preservation as mitigation,
Preservation adjustment factor = 0.5
Adjusted mitigation delta = 0.015

For impact assessment areas
FL = delta x acres =

Delta = [with-current]
0.03

If mitigation
Time lag (t-factor) = 1
Risk factor = 1

For mitigation assessment areas
RFG = delta/(t-factor x risk) = 0.007

Form 62-345.900(2), F.A.C. [effective date 02-04-2004]

ATTACHMENT 5

Traffic Information

A. Florida Department of Transportation driveway and drainage permits for the project.

B. Volusia County November 10, 2020 Traffic Impact Analysis approval

C. Traffic Engineering Data Solutions, Inc., Site Access Analysis Review

D. Lassiter Transportation Group, August 30, 2022 – site access analysis

E. Lassiter Transportation Group, October 1, 2021 –access analysis

F. Lassiter Transportation Group, October 2020 – Traffic Impact Analysis

Additional attachments available at:
https://www.ormondbeach.org/1015/Tymber-Creek-Apartments

DRIVEWAY CONNECTION PERMIT FOR ALL CATEGORIES

PART 1: PERMIT INFORMATION

APPLICATION NUMBER: 2021-A-591-00078

Permit Category: C - 601 to 1,200 VTPD Access Classification: 3

Project: TIMBER CREEK APARTMENT ORMOND

Permittee: SHAMUS SCHROEDER

Section/Mile Post: 79100 / 25.437 State Road: 40

Section/Mile Post: / State Road:

PART 2: PERMITTEE INFORMATION

Permittee Name: SHAMUS SCHROEDER

Permittee Mailing Address: 1230 N US Hwy 1, Suite 3

City, State, Zip: Ormond Beach, Florida 32174

Telephone: (386) 872-7794 ext. _____

Engineer/Consultant/or Project Manager: HARRY NEWKIRK

Engineer responsible for construction inspection: HARRY NEWKIRK (NAME) 62971 (P.E. #)

Mailing Address: 1230 North US Highway 1, Suite 3

City, State, Zip: ORMOND BEACH, Florida 32174

Telephone: (386) 872-7794 ext. _____ FAX, Mobile Phone, etc. Fax: / Mobile:

PART 3: PERMIT APPROVAL

The above application has been reviewed and is hereby approved subject to all Provisions as attached.

Permit Number: 2021-A-591-00078
Department of Transportation

Signature: Scott Kirts Title: OPERATIONS PROGRAM ENGINEER

Department Representative's Printed Name Scott Kirts

Temporary Permit ☐ YES ☑ NO (If temporary, this permit is only valid for 6 months)

Special provisions attached ☐ YES ☑ NO

Date of Issuance: 7/19/2022

If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

See following pages for General and Special Provisions

PART 4: GENERAL PROVISIONS

1. Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
   Phone: 3867403420 , Attention: Christopher Engels
2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility,except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
14. The Permittee shall be responsible for determining and notify all other users of the right of way.
15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

PART 5: SPECIAL PROVISIONS

NON-CONFORMING CONNECTIONS: ☐ YES ☑ NO

If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.

1. The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.

2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.

OTHER SPECIAL PROVISIONS:

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings
Department of Transportation
Haydon Burns Building
605 Suwannee Street, M.S. 58
Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
2. An explanation of how your substantial interests will be affected by the action described in the Notice;
3. A statement of when and how you received the Notice;
4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an adminstrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

Approved
Scott Kirts
7/19/2022

Letter of Authorization

I, Garrison McMillan, Manager of VCP Ormond Beach LLC, the undersigned, owner(s) of the property located at:

2011 W. Granada Blvd, Ormond Beach, FL 32174
Parcel ID #'s:
412500000221 & 412500000230

Authorize Newkirk Engineering, Inc. to act as my (our) agent to obtain permits required from the Florida Department of Transportation for the Tymber Creek Apartments.

Signed _____

Printed Name Garrison McMillan
Address 4983 New Peachtree Rd
Chamblee, GA

Signed _____

Printed Name _____
Address _____

Sworn to and subscribed before me, this 7 day of December, 2021.

C. LEIGH RICHARDSON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA My Commission Expires 04-12-2025

_____
Notary Public, State of Florida
My Commission Expires: 4/12/2025

Approved
2021-A-391-00078
Scott Kirts
7/19/2022

Prepared by and return to:
Byron B. Howell, P.A.
10332 Green Links Dr.
Tampa, FL 33626

Accommodation recording only;
document not reviewed and
no insurance provided

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 29th day of October, 2021, between VCP ORMOND BEACH, LLC, a Florida limited liability company, whose post office address is 2120 S HWY A1A, Vero Beach, FL 32963, ("Grantor") and VCP ORMOND BEACH II, LLC, whose post office address is 2120 S HWY A1A, Vero Beach, FL 32963 ("Grantee");

(Whenever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument, the singular and plural, and the heirs, legal representatives, successors and assigns of each.)

WITNESSETH: That Grantor, for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does irrevocably grant, convey, release, remise, convey and confirm to the said Grantee and Grantee's heirs and assigns forever, an undivided 10.255% tenant in common interest the following described land (the "Property"), situate, lying and being in the County of Volusia, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO: Those matters listed on **EXHIBIT "B"** Attached.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with the Grantee that Grantor will warrant and forever defend the right and title to the Property unto Grantee against only the claims of those persons claiming by, through or under Grantor, but no others.

Grantor represents and covenants that no part of the Property, or of any adjacent land, constitutes its homestead under the constitution or statutes of the State of Florida.

(SIGNATURES ON FOLLOWING PAGES)

When Recorded Return To: TRB
First American Title Insurance Company
National Commercial Services
401 E. Pratt St., Ste. 323
Baltimore, MD 21202
File No: NCS 1095682

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

GRANTOR:

Signed, sealed and delivered in our presence:

limited

Print Name: Emily Barows

Kathryn Moody

Print Name: Kathryn Moody

VCP ORMOND BEACH, LLC, a Florida limited liability company

By: VCP Manager, LLC, a Georgia limited liability company, its Manager

By: _____

Print Name: Trace McCreary

Title: Manager

STATE OF Georgia

COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 27th day of October, 2021, by Trace McCreary, as Manager of VCP Manager, LLC, the Manager of Grantor VCP ORMOND BEACH, LLC, who is (Choose One) X personally known to me or produced _____ as identification.

MEILYN CABRERA NOTARY EXPIRES GEORGIA May 11 2025 PUBLIC COBB COUNTY

_____

Name: Meilyn Cabrera

Notary Public

My Commission Expires: May 11, 2025

Commission No.: _____

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, [redacted] THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

LESS the following (which comprises the northerly 6.7 acres of the above legal description):

The South 10.2 Acres of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 14 South, Range 31 East, Volusia County, Florida.

Subject to a right of way twenty-five feet (25') in width over, upon and across the easternmost side of the within-described tract

Together with any and all riparian rights thereto belonging or in anywise pertaining

Less that portion commencing at the Southeast corner of the North 3/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 25; thence run South 88°04'48 West along the South line of said North 3/4 a distance of 25.01 feet to the Point-Of-Beginning said point being situated on the existing Westerly Right of Way line of Tymber Creek Road (Right of Way varies) as recorded and described in Deed Book 539 Page 336 of said Public Records; thence run South 00°34'36" East along said Right of Way line a distance of 337.01 feet; thence departing said Right of Way line, run the following courses and distances; South 88°01'33" West a distance of 65.02 feet; North 00°34'36" West a distance of 59.15 feet; South 72°33'09" West a distance of 53.79 feet; South 88°04'48" West a distance of 512.51 feet; North 01°55'12" West a distance of 225.00 feet; North 88°04'48" East a distance of 155.00 feet; North 01°55'12" West a distance of 35.00 feet; North 88°04'48" East a distance of 20 feet; South 01°55'12" East a distance of 35.00 feet; North 88°04'48" East a distance of 402 57 feet to a point of curvature of a non-tangent curve concave easterly having a radius of 2143.48 feet, a chord bearing of North 05°22'08" East, a chord distance of 67.79 feet; thence run Northeasterly along the arc of said curve through central angle of 01°48'43" for an arc distance of 67.79 feet; thence run North 88°04'48" East a distance of 49.71 feet to the Point-Of-Beginning.

AND PARCEL 2:

The South 10.2 Acres of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 14 South, Range 31 East, Volusia County, Florida.

Subject to a right of way twenty-five feet (25') in width over, upon and across the easternmost side of the within-described tract

Together with any and all riparian rights thereto belonging or in anywise pertaining

Less that portion commencing at the Southeast corner of the North 3/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 25; thence run South 88°04'48 West along the South line of said North 3/4 a distance of 25.01 feet to the Point-Of-Beginning said point being situated on the existing Westerly Right of Way line of Tymber Creek Road (Right of Way varies) as recorded and described in Deed Book 539 Page 336 of said Public Records; thence run South 00°34'36" East along said Right of Way line a distance of 337.01 feet; thence departing said Right of Way line, run the following courses and distances; South 88°01'33" West a distance of 65.02 feet; North 00°34'36" West a distance of 59.15 feet; South 72°33'09" West a distance of 53.79 feet; South 88°04'48" West a distance of 512.51 feet; North 01°55'12" West a distance of 225.00 feet; North 88°04'48" East a distance of 155.00 feet; North 01°55'12" West a distance of 35.00 feet; North 88°04'48" East a distance of 20 feet; South 01°55'12" East a distance of 35.00 feet; North 88°04'48" East a distance of 402 57 feet to a point of curvature of a non-tangent curve concave easterly having a radius of 2143.48 feet, a chord bearing of North 05°22'08" East, a chord distance of 67.79 feet; thence run Northeasterly along the arc of said curve through central angle of 01°48'43" for an arc distance of 67.79 feet; thence run North 88°04'48" East a distance of 49.71 feet to the Point-Of-Beginning.

Which comprises the northerly 6.7 acres of the following legal description:

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45"W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORDS BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

EXHIBIT "B"
PERMITTED EXCEPTIONS FOR PARCEL 1

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Subject to easements and rights-of-way conveyed and taken by the County of Volusia, a political subdivision of the State of Florida, contained in that certain Right of Way Deed recorded September 30, 1955 in Deed Book 539, Page 336 affected by Order Denying Motion to Determine Property Boundary recorded February 7, 2013 in Book 6815, Page 4097; and Stipulated Final Judgment as to Parcel No. 112 recorded May 8, 2013 in Book 6854, Page 4484; and Stipulated Amended Order of Taking and Final Judgment for Parcel Nos. 102, 716, 103/Pond 1, 703/803 recorded March 7, 2014 in Book 6966, Page 9; and, Stipulated Final Judgment as to Walgreen Co. and Agreed Order of Apportionment for Parcel Nos. 102 and 716 recorded May 20, Page 2014 in Book 6991, Page 934. (All Parcels)

3. Interlocal Wholesale Water and Wastewater Service Agreement by and between The City of Daytona Beach and The City of Ormond Beach recorded November 8, 2006 in Book 5949, Page 4142. (All Parcels)

4. Easement Agreement for Ingress, Egress and Access, Surface Water and Underground Drainage, and Storm-Water Retention and Utilities by and between J-4 Land Partners Ltd., a Florida limited partnership and J-4 Land Partners Ltd., a Florida limited partnership recorded July 23, 2007 in Book 6098, Page 1230. (J-10 Parcel)

5. Administrative Order by the City of Ormond Beach Land Development Code recorded September 24, 2007 in Book 6129, Page 3637. (J-10 Parcel)

6. Declaration of Easements, Covenants, Conditions and Restrictions and Easements, recorded November 19, 2007 in Book 6156, Page 1945, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). (J-10 Parcel)

7. Survey prepared by Sliger & Associates, Inc., dated March 27, 2020, under Job No. 20-0211, shows the following: (a) Encroachment of concrete pads, lift station, lift station wet well and 6-foot chain link fence onto southernmost east boundary line and over Easement recorded in OR [redacted] (b) 4-foot wood fence and 4-foot hogwire fence encroach west boundary line; (c) Concrete pad/driveway apron located in northeast corner and encroaches adjacent Tymber Creek Rd. (south of County 103-Pond Parcel).

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

EXHIBIT "B"
PERMITTED EXCEPTIONS FOR PARCEL 2

1. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.

2. Subject to easements and rights-of-way conveyed and taken by the County of Volusia, a political subdivision of the State of Florida, contained in that certain Right of Way Deed recorded September 30, 1955 in Deed Book 539, Page 336 affected by Order Denying Motion to Determine Property Boundary recorded February 7, 2013 in Book 6815, Page 4097; and Stipulated Final Judgment as to Parcel No. 112 recorded May 8, 2013 in Book 6854, Page 4484; and Stipulated Amended Order of Taking and Final Judgment for Parcel Nos. 102, 716, 103/Pond 1, 703/803 recorded March 7, 2014 in Book 6966, Page 9; and, Stipulated Final Judgment as to Walgreen Co. and Agreed Order of Apportionment for Parcel Nos. 102 and 716 recorded May 20, Page 2014 in Book 6991, Page 934. (All Parcels)

3. Easement granted to Florida Power & Light Company recorded September 28, 1983 in Book 2493, Page 1275, as affected by Subordination of Utility Interests by and between the County of Volusia and Florida Power & Light Company recorded April 14, 2010 in Book 6465, Page 2587. (Foy Parcel)

4. Interlocal Wholesale Water and Wastewater Service Agreement by and between The City of Daytona Beach and The City of Ormond Beach recorded November 8, 2006 in Book 5949, Page 4142. (All Parcels)

5. This Policy does not insure title to any part of the land lying below the ordinary high water mark of any abutting body of water. (Foy Parcel)

6. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of the Tomoka River. (Foy Parcel)

7. Riparian and/or littoral rights are not insured. (Foy Parcel)

8. Terms and provisions for Ordinance No. 2020-17 to annex real property into the City of Ormond Beach recorded June 1, 2020 in Book 7858, Page 2224. (Foy Parcel)

9. Survey prepared by Sliger & Associates, Inc., dated March 27, 2020, under Job No. 20-0211, shows the following: (a) Encroachment of concrete pads, lift station, lift station wet well and 6-foot chain link fence onto southernmost east boundary line and over Easement recorded in OR [redacted] (b) 4-foot wood fence and 4-foot hogwire fence encroach west boundary line; (c) Concrete pad/driveway apron located in northeast corner and encroaches adjacent Tymber Creek Rd. (south of County 103-Pond Parcel).

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

RECEIPT OF CONNECTION APPLICATION AND FEE (OR WAIVER OF FEE)

IMPORTANT NOTE: Even though your application has been accepted, it may not be complete. We will contact you if more information is needed.

(1) APPLICATION NUMBER: 2021-A-591-00078

APPLICANT:

(2) Name/Address: SHAMUS SCHROEDER
1230 N US Hwy 1, Suite 3
Ormond Beach, Florida 32174

(3) Project Name: _____

(4) Fee

		VEHICLES PER DAY	FEE
☐	Category A	1-20	$50.00
☐	Category B	21-600	$250.00
☑	Category C	601-1,200	$1,000.00
☐	Category D	1,201-4,000	$2,000.00
☐	Category E	4,001-10,000	$3,000.00
☐	Category F	10,001-30,000	$4,000.00
☐	Category G	30,001 +	$5,000.00
☐	Temporary		$250.00
☐	Safety		NO FEE
☐	Government Entity		NO FEE

(5) Application Fee Collected $ 1000.0

Payment Type:

- ☐ Money Order
- ☐ Check (check number _____)
- ☐ Cash
- ☑ Credit Card (online only)

(6) Fee Collected By

Name One-Stop Permitting

Signature One-Stop Permitting

Date 12/7/2021 District _____ Unit _____

(7) Receipt Given Back to Applicant Via

☐ Hand Delivery ☐ Mail ☐ Courier Service ☐ Other ☑ Electronically

Applicant (or Agent) Signature (if available) SHAMUS SCHROEDER

This form bears your application number and serves as your receipt.

(8) If fee is waived, give justification below or on separate sheet.

FOR AGENCY USE ONLY – ATTACH COPY OF CHECK ON THE NEXT PAGE

Make Checks payable to: State of Florida Department of Transportation

Approved
2021-A-591-00078
Scott Kirts
7/19/2022

DRAINAGE CONNECTION PERMIT

To be completed by DOT

Drainage Connection Permit No. 2021-D-591-00042 Date 12/7/2021

Received By One-Stop Permitting System Maintenance Unit 591 Driveway to Tymber Creek Apts

State Road No. SR 40 Work Program Project No. None

Section No. 100 Construction Project No. None

Milepost 25.22 3/4 mile west of I-95 Station NEC N. Tymber Creek Rd at Walgreens

Instructions for Drainage Connection Permit

Pursuant to 14-86.004(5), F.A.C. Once approved by the Department, the drainage connection application and supporting documents become the Drainage Connection Permit."

Each completed Drainage Connection Permit package shall include the following items. If an item does not apply to your project, indicate "Not Applicable" or "N/A."

Included	Part	Title	Completed by:	Special Instructions
✓	1	Permit Information Sheet	Applicant	
✓	2	Certification by a Licensed Professional	Licensed Professional	Signed and Sealed
✓	3	Certification	Applicant	Signature
✓	4	Owner's Authorization of a Representative	Owner	Signature
✓	5	Affidavit of Ownership or Control and Statement of Contiguous Interest	Owner	Signature
✓	6	Permit General Conditions	FDOT	
	7	Permit Special Conditions	FDOT	
	8	As-Built Certification	Licensed Professional	Signed and Sealed – Submit within 15 working days of completion of construction
✓	Attachment	Legal Description		
	Attachment	Photographs of Existing Conditions		
✓	Attachment	Location Map		
✓	Attachment	Grading Plan	Licensed Professional	Signed and Sealed
✓	Attachment	Soil Borings		
✓	Attachment	Water Table / Percolation		
✓	Attachment	Calculations		
	Attachment	CD with Electronic Files of all Submittal Items		Scanned Images in pdf format

Note: Different Licensed Professionals may complete parts of the permit package. For example, the Licensed Professional signing and sealing the as-built certification may be different from the Licensed Professional who signed and sealed the calculations for the permit package.

EXCEPTIONS: Activities that qualify for an Exception are listed in Rule 14-86, F.A.C. A permit application to the Department is NOT required. However, if you desire verification whether the work qualifies for an exception, send a completed copy of this permit package with its requested information to the applicable FDOT District Office.

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 1 – Permit Information Sheet

Select one: ☐ **Permit** ☑ **Exception**

Pursuant to 14-86.002(2), F.A.C. "Applicant means the owner of the adjacent property or the owner's authorized representative."

Applicant

Select one: ☐ Property Owner ☑ Owner's Representative (Complete Part 4)

Name: Garrison McMillan

Title and Company: Manager, VCP Ormond Beach, LLC

Address: 2110 Powers Ferry Rd Suite 150

City: Atlanta State: Georgia Zip: 30339

Telephone: (404) 798-5974 ext. _____ FAX: _____ Email: gmcmillan@tellus-partners.com

Property Owner (If not applicant)

Name: Garrison Mcmillan

Title and Company: Manager, VCP Ormon

Address: 211, Suite

City: Atlanta State: Georgia Zip: 32174

Telephone: (404) 798-5974 ext. _____ FAX: _____ Email: GMCMCMILLAN@TELLUS-PARTNERS.COM

Applicant's Licensed Professional

Name: Harry Newkirk Florida License Number: 62971

Title and Company: President / CEO, Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3

City: Ormond Beach State: Florida Zip: 32174

Telephone: (386) 872-7794 ext. _____ FAX: _____ Email: harry@newkirk-engineering.com

Project Information:

Project Name: Driveway to Tymber Creek Apartments SR 40 at Tymber Creek Ormond

Location: SR 40
STREET SR. NO. US HWY NO. CITY

Volusia 100
COUNTY SECTION(S) TOWNSHIP(S) RANGE(S)

*Geographic Coordinates: Latitude (DMS.SSS): 29.2529600349693 Longitude (DMS.SSS): -81.1305990427022

Benchmark Horizontal Datum: (/ _____.)

* State Plane Coordinates: Northing 0 Easting: 0

Projection Zone: ☐ Florida North ☐ Florida East ☐ Florida West

Coordinate shall be the center of the driveway intersection with FDOT R/W, or, if there is no driveway connection, near the center of the property line nearest the state highway.

**Check with the FDOT Office for requirement.*

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

Brief description of facility and proposed connection:
Stormwater management facility for a proposed apartment complex access road. Access road basin is 0.426 acres with 0.313 acres proposed impervious. System discharges to an existing roadside ditch along the north side of the SR 40 ROW.

Briefly describe why this activity requires a Drainage Connection Permit (Include where the stormwater will discharge to FDOT right of way):
Site drains to the FDOT ROW in the pre & post-development condition.

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 2 – Certification by a Licensed Professional

In accordance with Rule 14-86, Florida Administrative Code (F.A.C.), I hereby certify that the following requirements are and/or will be met.

This project has been designed in compliance with all applicable water quality design standards as required by state governmental agencies.

14-86.004(3)(f) (F.A.C.): Certification by a Licensed Professional that the complete set of plans and computations complies with one of the following Rules Sections:

☑ 14-86.003(2)(a) (F.A.C.), or ☐ 14-86.003(2)(b) (F.A.C). (check one)

I further certify that a National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharges associated with industrial activity from construction sites

☑ is required ☐ is not required. (check one)

I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

This certification shall remain valid for any subsequent revision or submittal of plans, computation or other project documents by me.

Name of Licensed Professional: Harry Newkirk

Florida License Number: 62971

Company Name (if applicable): Newkirk Engineering, Inc.

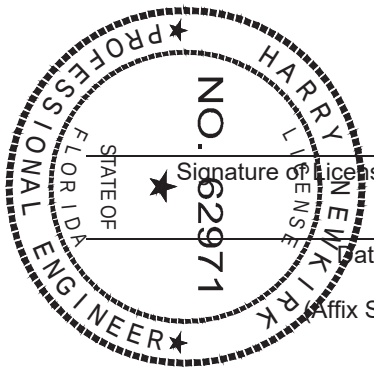
Certificate of Authorization Number (if applicable): _____

Address: 1230 N US Highway 1, Suite 3

City: Ormond Beach State: Florida Zip: 32174

Telephone: (386) 872-7794 ext. _____ Fax: _____ Email: harry@newkirk-engineering.com

HARRY H. NEWKIRK,
P.E. FL. REG. NO. 62971



_____
Signature of Licensed Professional

_____
Date

(Affix Seal)

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 3 – Certification by Applicant

I hereby certify that the information in this submittal is complete and accurate to the best of my knowledge.

Applicant's Signature: Shamus Schroeder Date: 12-7-2021

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

PART 4 – Owner's Authorization of a Representative

I (we), the owner, Garrison McMillan, Manager of VCP Ormond Beach LLC , do hereby authorize the following person, or entity, as my representative:

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

Part 5 – Affidavit of Property Ownership or Control and Statement of Contiguous Interest

I, Garrison McMillan, Manager of VCP Ormond Beach LLC, certify that I own or lawfully control the following described property:

A portion of the southwest 1/4 of Section 25, Township 14 South, Range 31 East. Please see survey for full legal description

Does the property owner own or have any interests in any adjacent property?

☐ No ☑ Yes If yes, please describe.

Property owner owns the adjacent parcel to the north, Property ID No. 41250000230

Owner's Signature required for Parts 4 and/or 5

We will not begin on the drainage connection until I receive the Permit and I understand all the conditions of the Permit. When work begins on the connection, I am accepting all conditions listed in the Permit.

Name (Printed): Garrison McMillan, Manager of VCP Ormond Beach LLC

Address: 2110 Powers Ferry Rd, Suite 150 Atlanta, Georgia

Phone Number: 404-798-5974

Signature: _____ Date: 12/7/2021

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 6 – Permit General Conditions

1. This permit is a license for permissive use only and does not convey any property rights either in real estate or material, or any exclusive privilege and it does not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State or local laws, rules or regulations; nor does it obviate the necessity of obtaining any required state or local approvals.

2. The drainage connection as authorized herein shall be constructed and thereafter maintained in accordance with the documents attached hereto and incorporated by reference herein. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions. Such construction shall be subject to the inspection and approval of the Department, and the Department may at any time make such inspections as it deems necessary to assure that the drainage connection is in compliance with this permit.

3. The entire expense of construction within the Department right of way, including replacement of existing pavement or other existing features, shall be borne by the permittee.

4. The permittee shall maintain that portion of the drainage connection authorized herein located on permittee's property in good condition. The Department shall maintain that portion of the drainage connection authorized herein located within its right of way.

5. If the drainage connection is not constructed, operated or maintained in accordance with this permit, the permit may be suspended or revoked. In this event modification or removal of any portion of the drainage connection from the Department's right of way shall be at the permittee's expense.

6. The Department reserves the right to modify or remove the drainage connection to prevent damage or in conjunction with road improvements.

7. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the Department's right, title, and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, assume all risk of and indemnify, defend and save harmless the Department from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of these rights and privileges, regardless of the respective degrees of fault of the parties.

8. Utilities, including gas lines, may exist within the right of way. Prior to beginning work the permittee shall contact Sunshine State One Call of Florida, Inc at 811 or 800-432-4770, who will notify all utility owners near the scheduled project. The utility owners have two (2) full business days to provide locations of their respective facilities. The permittee shall be solely responsible for any damage to or conflicts with gas lines, utilities and/or third persons.

9. The permittee shall notify the Department of Transportation Maintenance Office located at Kepler [DeLand] Operations
Phone (386) 740-3422 ext. _____ 48 hours in advance of starting any work on the drainage connection authorized by this permit and also 24 hours prior to any work within the Department's right of way. Construction of any work on the right of way shall be completed within 30 days after such notification. If such construction is not completed within 2 days after such notification, the permittee shall notify the Department of the anticipated completion date.

10. This permit shall expire if construction on the drainage connection is not begun within one year from the date of approval and if construction on the drainage connection is not completed by (Date) 7/19/2023.

11. A permittee may request an extension of the Drainage Connection Permit expiration date by filing a written request for a permit time extension. All requests for time extensions must be received by the Department 15 working days prior to the expiration date.

12. All the provisions of this permit shall be binding on any assignee or successor in interest of the permittee.

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 7 – Permit Special Conditions – To be completed by FDOT

The above request has been reviewed and has been found to meet the regulations as prescribed in Rule 14-86, F.A.C., and is hereby approved, subject to the following special conditions:

None

Department of Transportation:

Signature Scott Kirts

Title OPERATIONS PROGRAM ENGINEER Date 7/19/2022

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

PART 8 – As-Built Certification

Within 15 working days of completion of construction, you must send this certification to the Department office in which you filed your DOT Drainage Permit.

1. STORMWATER FACILITY INFORMATION

Permit No.: _____

Source (Project) Name: _____

Source Location: Street _____

City: _____ County: _____

Source Owner: _____

Owner Address: _____

2. AS-BUILT CERTIFICATION

I hereby certify that this stormwater facility has been built substantially in accordance with the certified design plans, and that any substantial deviations (noted below) will not prevent the facility from functioning in compliance with the requirements of Chapter 14-86 F.A.C. when properly maintained and operated. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision.

Name of Licensed Professional: _____

Florida License Number: _____

Company Name (if applicable): _____

Certificate of Authorization Number (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

_____
Signature of Licensed Professional

_____
Date

(Affix Seal)

Substantial deviations from the approved plans and specifications (attach additional sheets if required).

_____

2021-ED-031-00042
Scott Kirts
7/19/2022

PART 3 – Certification by Applicant

I hereby certify that the information in this submittal is complete and accurate to the best of my knowledge.

Applicant's Signature: Shamus Schroeder Date: 3-30-2022

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

PART 4 – Owner's Authorization of a Representative

I (we), the owner, Richard Jaffe, J-11 Land Partners LLLP , do hereby authorize the following person, or entity, as my representative:

Name (Printed): Shamus Schroeder

Title and Company: Newkirk Engineering, Inc.

Address: 1230 N US Highway 1, Suite 3 Ormond Beach, Florida 32174

Phone Number: (386) 872-7794 ext. _____ E-mail address: shamus@newkirk-engineering.com

Part 5 – Affidavit of Property Ownership or Control and Statement of Contiguous Interest

I, Richard Jaffe, J-11 Land Partners LLLP, certify that I own or lawfully control the following described property:

A portion of the southwest 1/4 of Section 25, Township 14 South, Range 31 East. Please see survey for full legal description

Does the property owner own or have any interests in any adjacent property?

☐ No ☑ Yes If yes, please describe.

Property owner owns the adjacent parcel to the north, Property ID No. 41250000230

Owner's Signature required for Parts 4 and/or 5

We will not begin on the drainage connection until I receive the Permit and I understand all the conditions of the Permit. When work begins on the connection, I am accepting all conditions listed in the Permit.

Name (Printed): Richard Jaffee

Address: 300 N Nova Rd, Ormond Beach, FL 32174

Phone Number: 386-673-4403

Signature: David R. Jaffee Date: 3-30-2022

Approved
2021-D-591-00042
Scott Kirts
7/19/2022

Traffic Engineering Data Solutions, Inc.

Ref: 11472-3

TECHNICAL MEMORANDUM

To: Mr. Steve Spraker, AICP

From: Chris Walsh, P.E.

Subject: Site Access Analysis Review – Tymber Creek Apartments
Ormond Beach, Florida

Date: November 10, 2022

We have reviewed the Site Access Analysis Memorandum (dated August 30, 2022) as prepared by Lassiter Transportation Group, Inc. for the Tymber Creek Apartments development in Ormond Beach, Florida. We also reviewed the supplemental information provided in response to our comments from October 7, 2022. We find the analysis to be sufficient and have no comments. Should you have any questions, please contact me at (386) 753-0558.

80 Spring Vista Drive ● DeBary, Fl 32713 ● Phone 386.753.0558 ● Fax 386.753.0778
www.teds-fl.com

Volusia County
Traffic Engineering

Traffic Impact Analysis (TIA) Approval*

TIA Title:	Tymber Creek Apartments (Ormond Beach)
Applicant Name:	Tellus Partners
Date of Approval:	November 10, 2020
Conditions:	The TIA (including the Proportionate Fair Share (PFS) amount if applicable) is approved by the county provided the developer agrees to complete mitigation/pay PFS. If all or a portion of the PFS is to be paid to Volusia County in exchange for impact fees, an executed PFS agreement with the city *or* city and county is required within one year of the date of TIA approval. If the PFS agreement is executed past one year, recalculation of the PFS amount will be required.

Disclaimer:

**Volusia County reviewed the TIA to ensure it conformed to/complied with the River to Sea TPO TIA Guidelines and Florida Statutes. It should be noted that Volusia County approval of the TIA and any associated mitigation agreement, of which the county is a party, should not be misconstrued as county support for the project, rezoning, or land use amendment. Rather, TIA approval should be considered confirmation that the county has determined all necessary criteria have been satisfied with regard to evaluation/identification of project-related traffic impacts and, to the extent the county is a party of a mitigation agreement, that project-related mitigation meets the necessary criteria/standards. Where roadway segment and/or intersection deficiencies have been identified, the city is ultimately the responsible agency that approves concurrency and ensures mitigation of project impacts will be adequately addressed through associated mitigation agreements (proportionate-fair share agreement, construction improvement(s), etc.).*

The conceptual plans used as exhibits in TIA methodologies and TIAs are considered supplemental information. Conceptual plans' driveway locations, design, access improvements, etc. are also considered conceptual and are not approved with the TIA's approval or TIA methodology's approval. Coordination of the TIA and site plan review does not constitute final driveway approval. Any access control will occur independent of the TIA review and will be determined only through the actual plans review process.

Approval Signature: _____

Melissa Winsett — Print

Transportation Planner III — Title

LTG Engineering & Planning

Ref: 5003.08

TECHNICAL MEMORANDUM

To: Steven Spraker, AICP
Planning Director
City of Ormond Beach

From: George A. Galan, P.E.

Subject: Tymber Creek Apartments – Site Access Analysis

Date: August 30, 2022

INTRODUCTION

LTG, Inc. (LTG) has been retained by Tellus Partners to prepare an Access Analysis for the proposed Tymber Creek Apartments, consisting of 300 mid-rise multifamily dwelling units, located in the northwest quadrant of the SR 40/Granada Boulevard and Tymber Creek Road in the City of Ormond Beach, Florida. **Figure 1** graphically depicts the location of the study area within the surrounding network. Build-out is anticipated by year 2024.

A Traffic Impact Analysis (TIA) was previously conducted and approved in October 2020, followed by supplemental access analysis in May of 2021. The proposed access via the existing right-in/right-out driveway at the Walgreens on SR 40 has since been approved by Florida Department of Transportation (FDOT). The intent of this additional supplemental analysis is to reflect the evaluation of the approved driveway and adjacent intersections using the most current 2022 data and information. Due to the delayed timing of the proposed development, the anticipated build-out year has also been moved from 2023 to 2024 for the purpose of this analysis update. Additionally, only the residential component of the total development analyzed in the approved 2020 TIA is included in this update as proposed for build-out by the year 2024.

The intersections and road segments included for analyses are as follows:

Intersections:

- Tymber Creek Road at SR 40/Granada Boulevard
- SR 40/Granada Boulevard at Coquina Presbyterian Church Driveway
- SR 40/Granada Boulevard at Monte Salvo Boulevard
- SR 40/Granada Boulevard at Walgreens Right-in/Right-out Driveway (future conditions only)

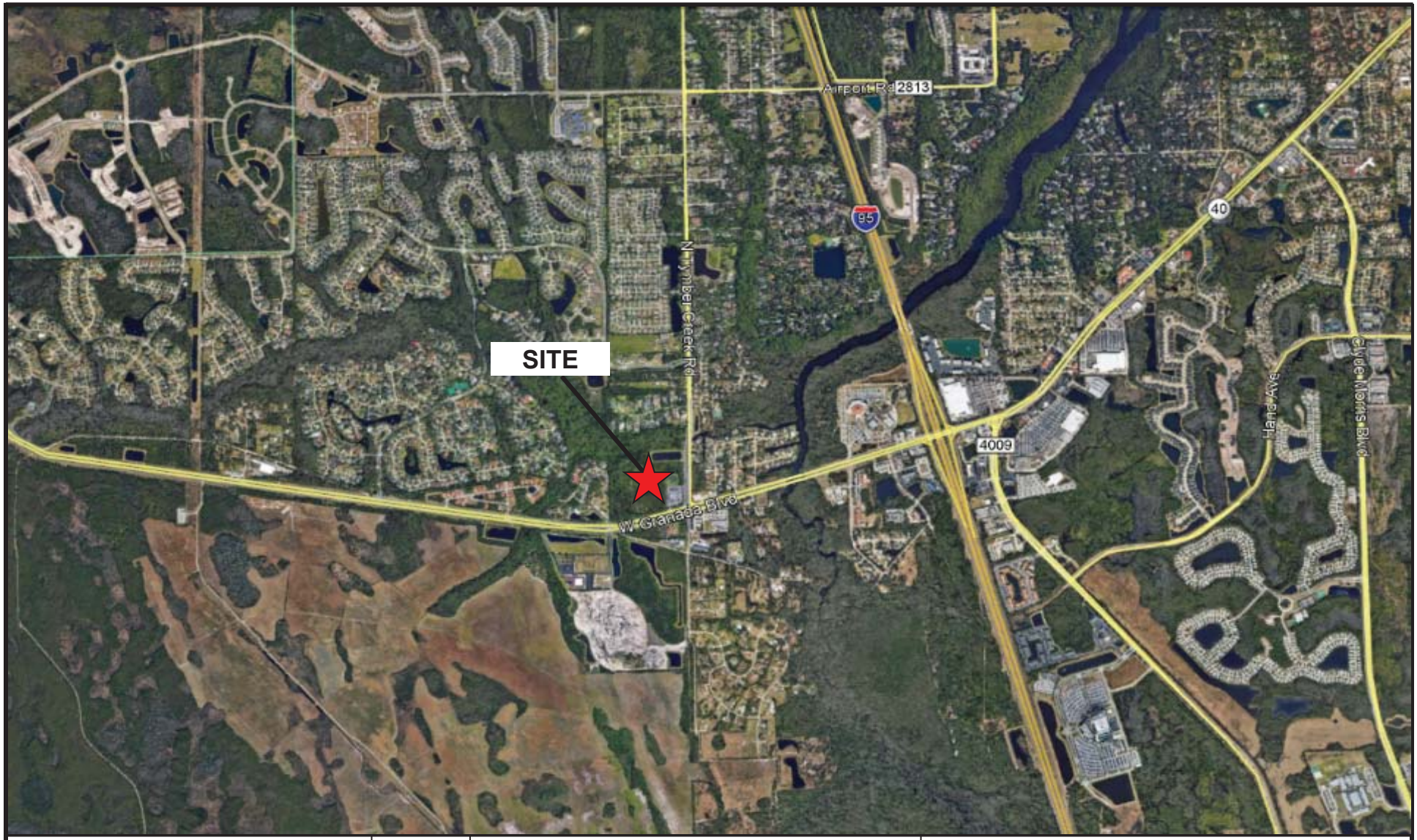
Segments:

- SR 40/Granada Boulevard from Rima Ridge Road to Tymber Creek Road
- Tymber Creek Road from Tymber Run to SR 40

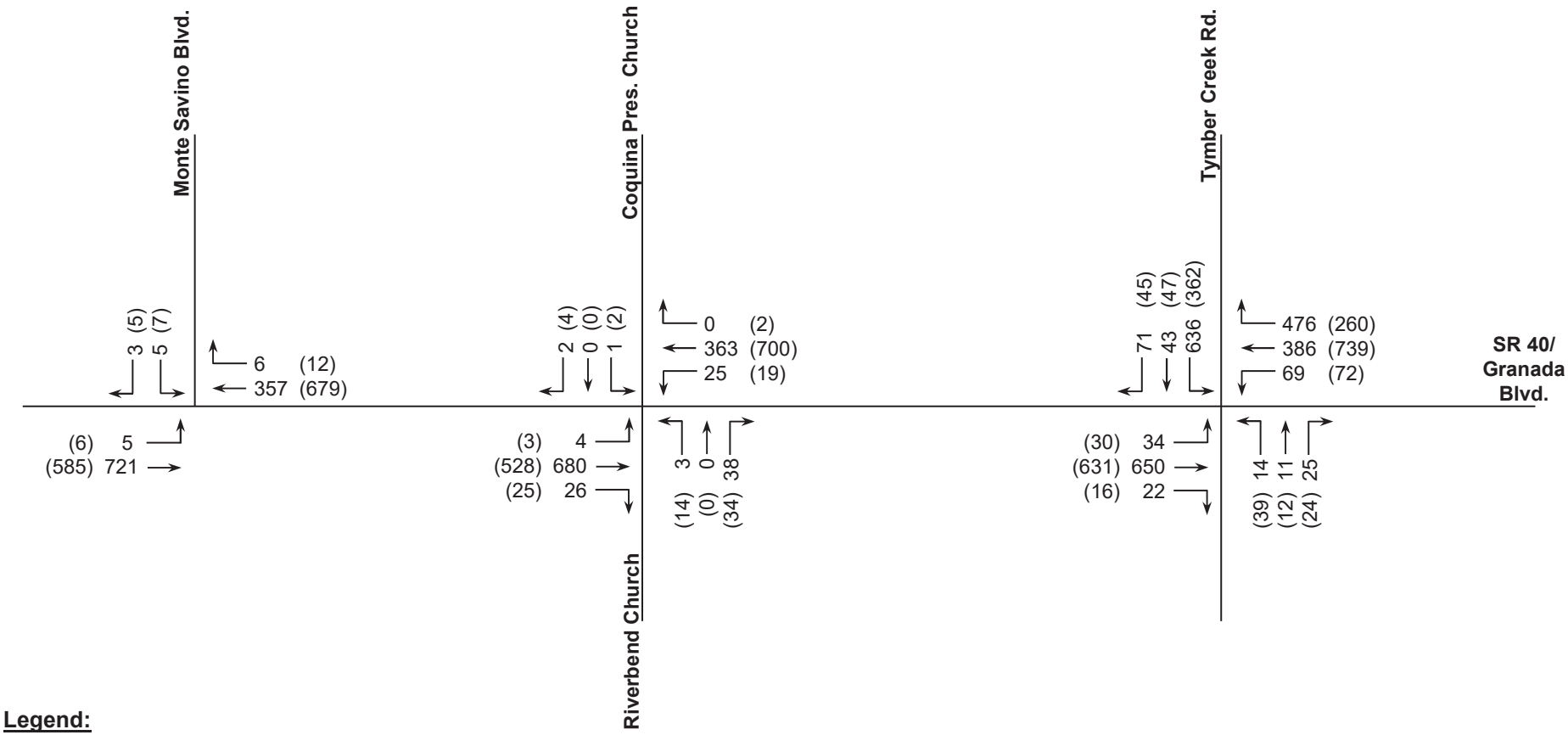
A concept plan is attached as **Exhibit A**.

EXISTING CONDITIONS

Turning movement counts (TMCs) were originally conducted during the a.m. and p.m. peak-hours on September 12th, 2019, and February 23, 2020 at the study area intersections. Additional turning movement counts were conducted at the subject intersections on August 2, 2022, for the purpose of comparing 2022 post-pandemic traffic to those original values. A comparison of these values indicated that area traffic has generally grown at a rate consistent with the historical annual growth rate along the adjacent segment of SR 40. Therefore, to remain conservative, the 2019 turning movement counts were projected to 2022 conditions via application of the historical growth rate. The referenced count data is attached as **Exhibit B**. The seasonally adjusted and projected 2022 a.m. and p.m. peak-hour traffic volumes used in the analysis are presented in **Figure 2**.



Tymber Creek Apartments	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 5003.08 / Figure: 1	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:

XX = A.M. Peak-Hour
(XX) = P.M. Peak-Hour

Tymber Creek Apartments	N NTS	**2022 Adjusted Existing A.M. & P.M. Peak-Hour Volumes**	LTG Engineering & Planning
		Project No.: 5003.08 / Figure: 2	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

UNSIGNALIZED INTERSECTION ANALYSIS – EXISITING CONDITIONS

The existing operating conditions at the unsignalized intersections were analyzed using the *Highway Capacity Software, Version 2022* (HCS). This software utilizes the procedures outlined in Chapter 20 of the *Highway Capacity Manual (6th Edition)* titled, "Two-Way Stop-Controlled Intersections". **Table 1** shows the existing a.m. and p.m. peak-hour level of service (LOS) at the study area intersections. The HCS summary sheets are attached as **Exhibit C**. As indicated, the unsignalized intersections currently operate within the adopted LOS.

Table 1
2022 Existing A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
SR 40 at Coquina Presbyterian/ Riverbend Community Church	D	NB	11.9	B	SB	13.5	B
SR 40 at Monte Savino Blvd	D	SB	12.3	B	SB	15.2	C

SIGNALIZED INTERSECTION ANALYSIS – EXISITING CONDITIONS

The LOS at a signalized intersection is based on the average control delay per vehicle for the various movements within the intersection. The operating conditions at the signalized intersection was analyzed using Synchro 10 which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual (6th Edition)*, titled "Signalized Intersections". **Table 2** shows the existing LOS and volume to capacity ratio (v/c) at the study area intersections. The signal timings are provided in **Exhibit D** and the Synchro summary sheets are provided in **Exhibit E**.

Table 2
2022 Existing A.M. and P.M. Peak-Hour LOS - Signalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	38.3	D	No	35.8	D	No

As indicated in **Table 2**, the signalized study area intersection currently operates within the adopted LOS.

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety, and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The existing LOS for the study area road segment during the p.m. peak-hour is shown in **Table 3**.

Table 3
Existing P.M. Peak-Hour LOS - Roadway Segments
Tymber Creek Apartments

Roadway	Limits		No. of Lanes	Adopted LOS*	Peak-Hour Two-Way Capacity at Adopted LOS	2021 AADT	Existing P.M. Peak-Hour Two-Way Volume	Existing Volume Exceed Adopted LOS?
	From	To						
SR 40/Granada Blvd.	Rima Ridge Rd.	Tymber Creek Rd.	4	D	3,580	13,300	1,197**	No
Tymber Creek Rd.	SR 40/Granada Blvd.	Tymber Run	4	E	3,410	10,940	940	No

**Adopted LOS and existing AADT obtained from the Volusia County 2021 Historical AADT Spreadsheet*
***Existing PM Peak-Hour Two-Way Volume determined using K-factor*

As indicated in **Table 3**, the study area roadway segments are currently operating within the adopted LOS.

PROJECT TRIP GENERATION

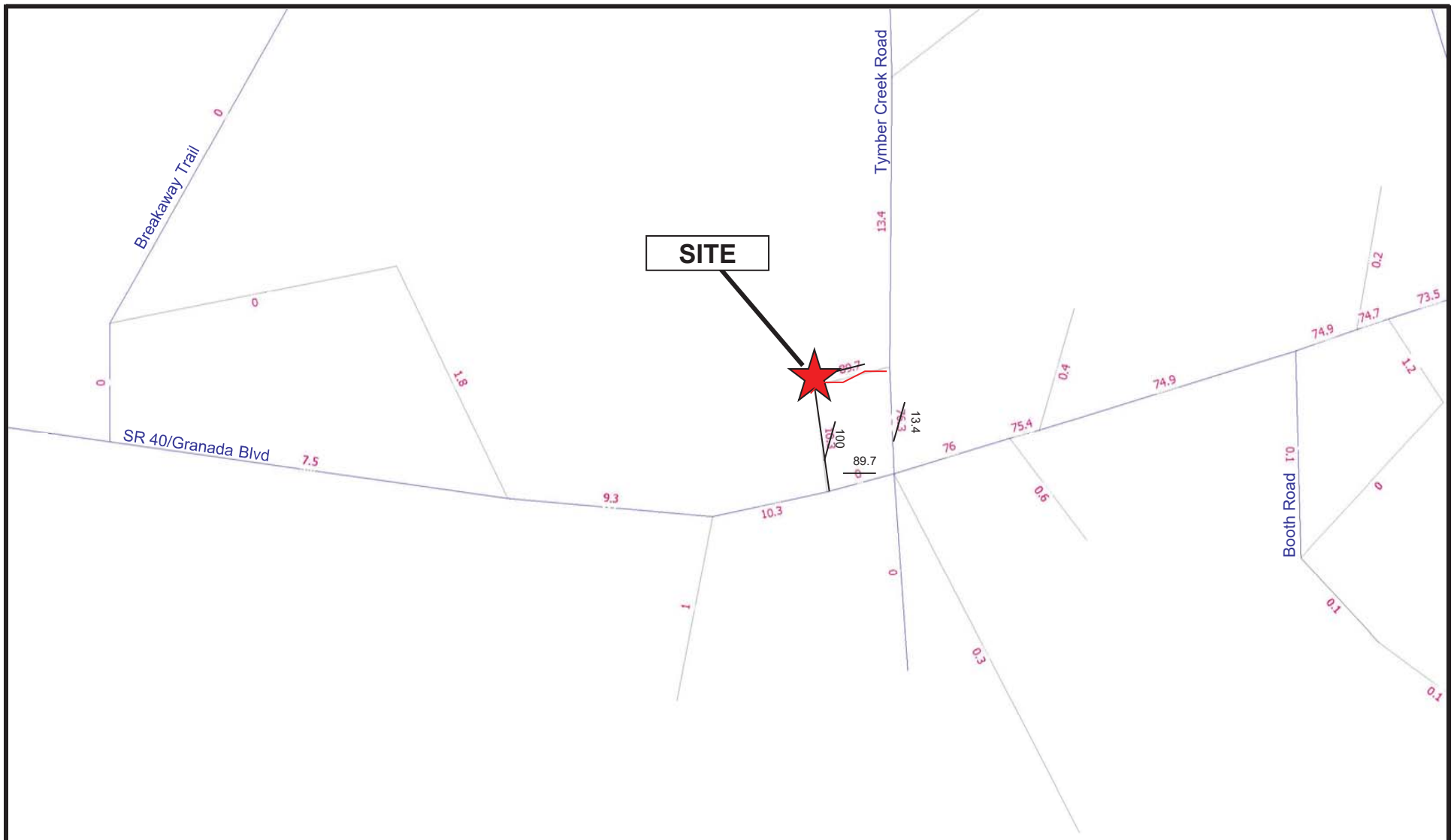
The daily, a.m. and p.m. project trip generation for the proposed development was determined using the Institute of Transportation Engineers (ITE), *Trip Generation Manual, 11th Edition*. The project trip generation is presented in **Table 4**.

Table 4
Project Trip Generation
Tymber Creek Apartments

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Mid-Rise Multifamily	221	T=4.77(X)-46.46	300	DU	50%	50%	693	693	1,386
A.M. Peak-Hour			T=0.44(X)-11.61			23%	77%	28	92	120
P.M. Peak-Hour			T=0.39(X)+0.34			61%	39%	71	46	117

PROJECT TRIP DISTRIBUTION

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM), version 6.1 was used to determine the primary project trip distribution. Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. Due to the elimination of access on Tymber Creek Road that was included in the original model run, the model distribution was manually modified to reflect the removal of trips accessing the site via Tymber Creek Road. The manually modified distribution is shown in **Figure 3**.



Tymber Creek Apartments	N NTS	**Project Trip Distribution**		LTG Engineering & Planning
		Project No.: 5003.08	Figure: 3	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2024 BACKGROUND GROWTH

Traffic in the area is expected to grow due to local government approvals. The following section documents the methods used to project future 2024 traffic conditions by using either historical growth rates and/or vested trip information and anticipated project traffic. The growth rates for each study area roadway segment were determined using the following method:

- Historic growth trends calculated based upon the last five years of historic count data to determine a roadway segment's applicable trend growth rate using the best fitted regression analysis.
- If the R^2 value is less than 0.70, then ten (10) years of historical traffic data will be used to determine the trends growth rate using the best fitted regressions analysis.
- If the R^2 is still less than 0.70, the R^2 for the adjoining northbound and southbound segments will be analyzed to determine the average growth rate of adjoining segments can be utilized.
- Then the growth rate shall be determined by the trend fitted curve. If the overall trend fitted curve is positive, 2% shall be used. If the overall trend fitted curve is negative, then a 1% growth rate will be applied.
- In no case shall the growth rate be negative.
- Vested trips will be applied in addition to growth rates where applicable.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, the background growth will be determined using either vested trips or the growth rate, whichever is more conservative.
- If the R^2 value is greater than 70%, and the growth rate is greater than 3%, and there is a high number of vested trips to be applied by multiple vested projects with various land uses, a request may be made to reduce vested traffic by 30% if the vested traffic is 30% of the total background growth.
- At the request of Volusia County, Exponential Regression will not be used to determine the growth of a roadway segment.

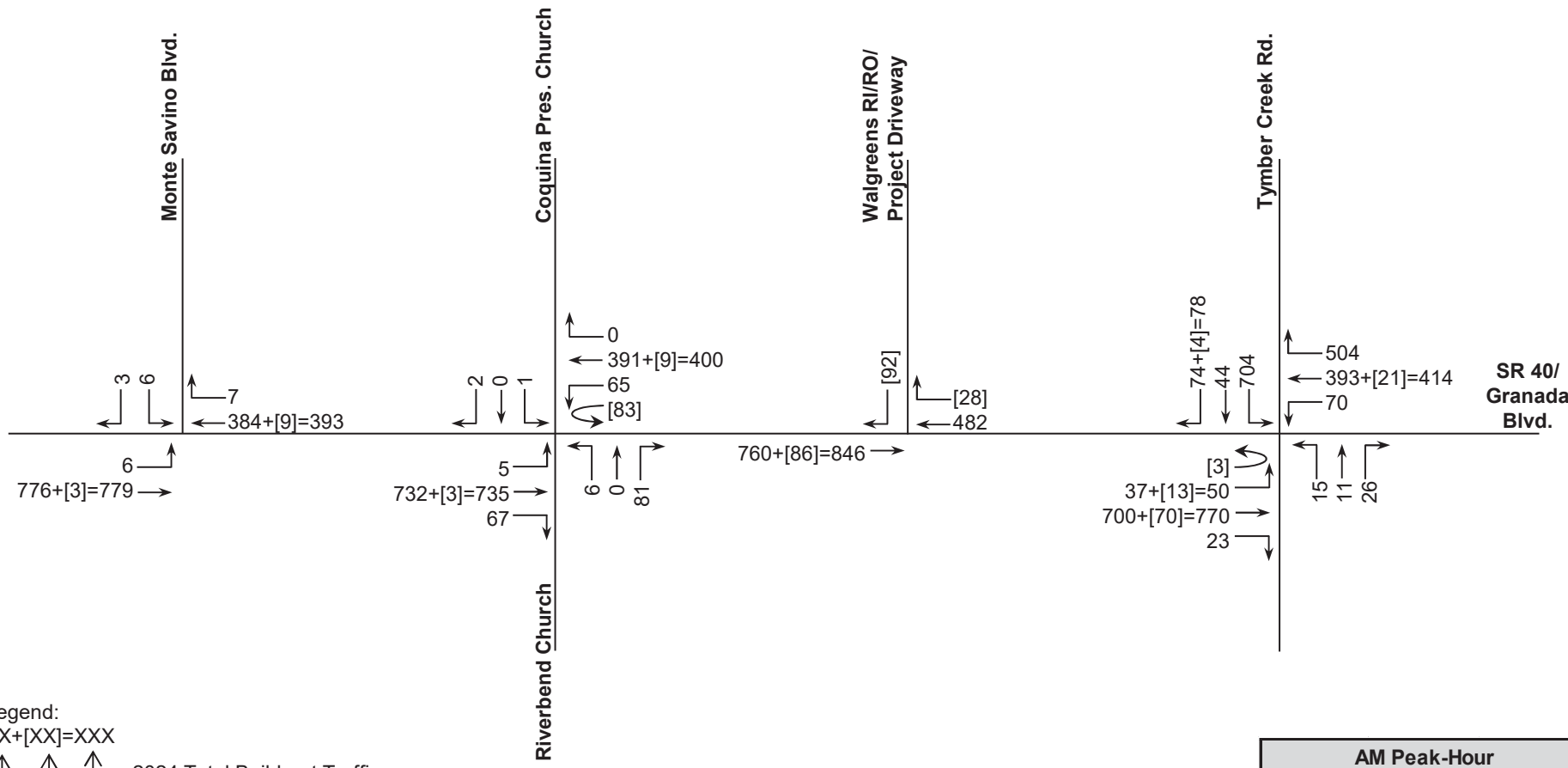
The growth comparison and applied growth used in the analysis are provided in **Table 5**. The Traffic Trends analysis worksheets are contained in **Exhibit F**. As requested by the City of Ormond Beach, anticipated additional student traffic from the Riverbend Academy (private School connected to Riverbend Church) expansion was included in the a.m. peak-hour analysis, using estimated trip generation for an additional 140 students, totaling 450 students. It should be noted that any additional growth of the Riverbend Academy would be reflected in future background growth.

PROJECT TRIP ASSIGNMENT

Using the project trip distribution and trip generation, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. **Figures 4A and 4B** graphically depict the 2024 background and project trips assigned to the study area intersections.

Table 5
Applied Annual Growth Rates
Tymber Creek Apartments

Roadway	Limits		5-Year			10-Year			Applied Growth Rate	High Growth? Y/N	Vested Trips	Existing Peak-Hour Volume	Existing AADT Year	Build-Out Year	Growth (# of Trips)	Growth Method Applied
	From	To	Best Fit Regression	R^2 Value	Historical Growth Rate	Best Fit Regression	R^2 Value	Historical Growth Rate								
SR 40	Rima Ridge Rd	Tymber Creek Rd	Decaying Exp.	63.8%	0.97%	Linear	92.5%	3.86%	3.86%	Y	0	1,197	2021	2024	139	Historical Growth
Tymber Creek Rd	Tymber Run	SR 40	Decaying Exp.	80.9%	-3.30%	-	-	-	1.00%	N	164	940	2021	2024	28	Historical + Vested



Legend:
XX+[XX]=XXX
2024 Total Build-out Traffic
Project Trips
2024 Background Traffic

AM Peak-Hour		
Enter	Exit	Total
28	92	120

Tymber Creek Apartments

N

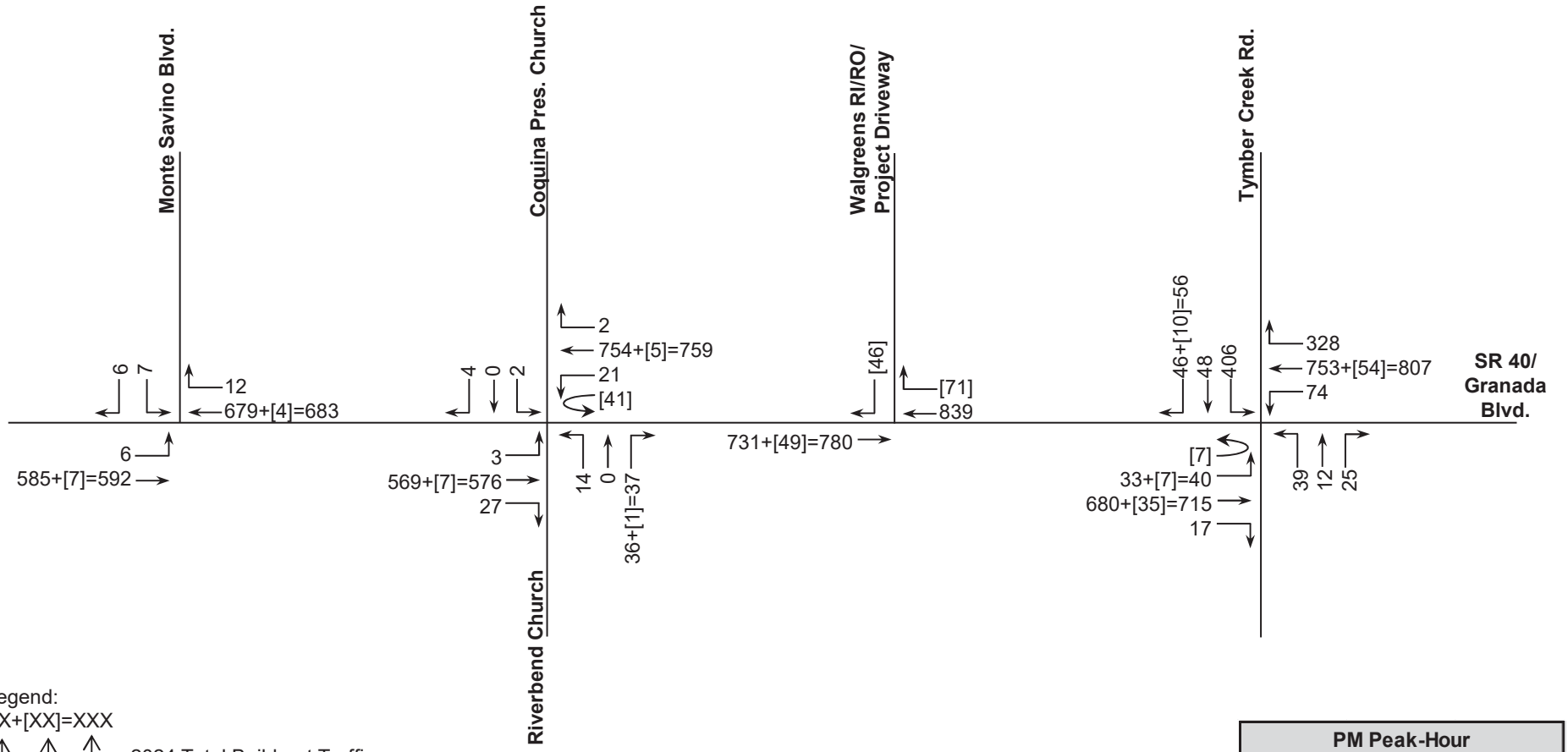
NTS

2024 A.M. Peak-Hour Build-Out Volumes

Project No.: 5003.08

Figure: 4A

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:
XX+[XX]=XXX
- 2024 Total Build-out Traffic
- Project Trips
- 2024 Background Traffic

PM Peak-Hour		
Enter	Exit	Total
71	46	117

Tymber Creek Apartments

N

NTS

2024 P.M. Peak-Hour Build-Out Volumes

Project No.: 5003.08

Figure: 4B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

UNSIGNALIZED INTERSECTION ANALYSIS – BUILD-OUT CONDITIONS

The study area intersections were analyzed to determine the operational LOS during the a.m. and p.m. peak-hours under 2024 build-out conditions. The results of the build-out conditions analysis are summarized in **Table 6**. The HCS summary sheets are attached as **Exhibit G**.

As indicated in **Table 6**, the study area intersections are anticipated to operate within the adopted LOS under build-out conditions.

Table 6
2024 Build-Out A.M. and P.M. Peak-Hour LOS - Unsignalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
SR 40 at Coquina Presbyterian/ Riverbend Community Church	D	SB	15.0	C	SB	15.4	C
SR 40 at Monte Savino Blvd	D	SB	13.0	B	SB	15.0	C
SR 40 at Walgreens/Project Driveway RI/RO	D	SB	10.6	B	SB	12.0	B

SIGNALIZED INTERSECTION ANALYSIS – BUILD-OUT CONDITIONS

The signalized intersection was analyzed to determine the operational LOS under build-out conditions and the results are presented in **Table 7**. The Synchro summary sheets are also contained in **Exhibit H**.

As indicated in **Table 7**, the signalized study area intersection is anticipated to operate within the adopted LOS under build-out conditions. It is noted that, although build-out intersection analysis indicates that the subject signalized intersection is anticipated to operate acceptably with no adverse impacts due to project traffic from the proposed development, the Developer intends to improve the geometry of the existing eastbound approach by extending the eastbound left-turn lane by 25 feet (See **Exhibit A**).

Table 7
2024 Build-Out A.M. and P.M. Peak-Hour LOS - Signalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	40.2	D	No	37.1	D	No

ROADWAY SEGMENT ANALYSIS – BUILD-OUT CONDITIONS

The traffic analysis for the roadway segments involves the comparison of the future peak-hour two-way volumes to available capacity. **Table 8** presents the results of the p.m. peak-hour two-way road segment analyses for the study area roadway segment under 2024 build-out conditions. As indicated in the table, the study area roadway segments are anticipated to operate within the adopted LOS.

Table 8
2024 Build-Out PM Peak-Hour Two-Way LOS – Roadway Segments
Tymber Creek Apartments

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2021 Existing PM Peak-Hour Two-Way Volume	2024 Applied Growth Rate	Vested Trips	2024 Background Traffic	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	2024 Build-Out Traffic	2024 Build-Out Traffic Exceed Adopted LOS?
SR 40	Rima Ridge Road	Tymber Creek Road	4	D	3,580	1,197	3.86%	0	1,336	No	100%	117	1,453	No
Tymber Creek Road	Tymber Run	SR 40	4	E	3,410	940	1.00%	164	1,132	No	13.4%	16	1,148	No

ACCESS ANALYSIS

SR 40 adjacent to the proposed development is a four-lane divided urban arterial with a posted speed limit of 50 miles per hour (mph). The FDOT access management class of SR 40 is Access Class 3. Access Class 3 allows full median openings, including traffic signals, every 2,640-ft. (1/2-mile), directional median openings every 1,320-ft. (1/4-mile), and driveway connections every 660-ft.

An analysis was conducted using National Cooperative Highway Research Program Report 457 (NCHRP 457) standards to determine if turn lanes are warranted at the right-in/right-out project driveway under build-out conditions. The NCHRP 457 summary sheets are included in **Exhibit I**. Based on the NCHRP 457 reports, the 2022-2023 FDOT FDM Exhibit 212-1 and the posted speed limit of 50-mph, a 350-foot westbound right-turn lane (includes taper) is warranted, however, there is an existing 150-foot (includes taper) westbound right-turn lane at the driveway, which is constrained because of its proximity to the signalized intersection of SR 40/Granada Boulevard at Tymber Creek Road. It is noted that this project access has been approved by FDOT at the time of this analysis update.

CONCLUSION

A full TIA was conducted for Tymber Creek Apartments in October 2020. Since the submittal and approval of that analysis by the City of Ormond Beach in 2020, the proposed access has been reduced to SR 40 only via the existing right-in/right-out Walgreen's driveway and only the residential component of the previously analyzed development is being proposed for build-out in 2024. The intent of this traffic assessment is to provide update of the analyses that reflects the current proposed access, development program, and traffic data. The results of the analysis are summarized below:

Existing Conditions

- The unsignalized study area intersections currently operate within the adopted LOS.
- The signalized study area intersection currently operates within the adopted LOS.
- The study area roadway segments are currently operating within the adopted LOS.

Build-out Conditions

- The unsignalized study area intersections will continue to operate with the adopted LOS.
- The signalized study area intersection will continue to operate within the adopted LOS.
- The study area roadway segments will continue to operate within the adopted LOS.
- Based on the NCHRP 457 reports, the 2022-2023 FDOT FDM Exhibit 212-1 and the posted speed limit of 50-mph, a 350-foot westbound right-turn lane (includes taper) is warranted at the project driveway, however, there is an existing 150-foot (includes taper) westbound right-turn lane at the driveway, which is constrained because of its proximity to the signalized intersection of SR 40/Granada Boulevard at Tymber Creek Road. It is noted that this project access has been approved by FDOT at the time of this analysis update.

There have been no adverse changes to the results of the previously approved TIA due to updates reflected in these analyses.

Attachments: Exhibit A – Preliminary Site Plan
Exhibit B – Turning Movement Counts
Exhibit C – Unsignalized Intersections Existing Conditions - HCS Summary Sheets

Exhibit D – Signal Timings
Exhibit E – Signalized Intersection Existing Conditions – Synchro Summary Sheets
Exhibit F – FDOT Traffic Trends
Exhibit G – Unsignalized Intersections Build-out Conditions
Exhibit H – Signalized Intersection Build-out Conditions
Exhibit I – NCHRP 457 Reports

I affirm, by affixing my signature and seal 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 engineering.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

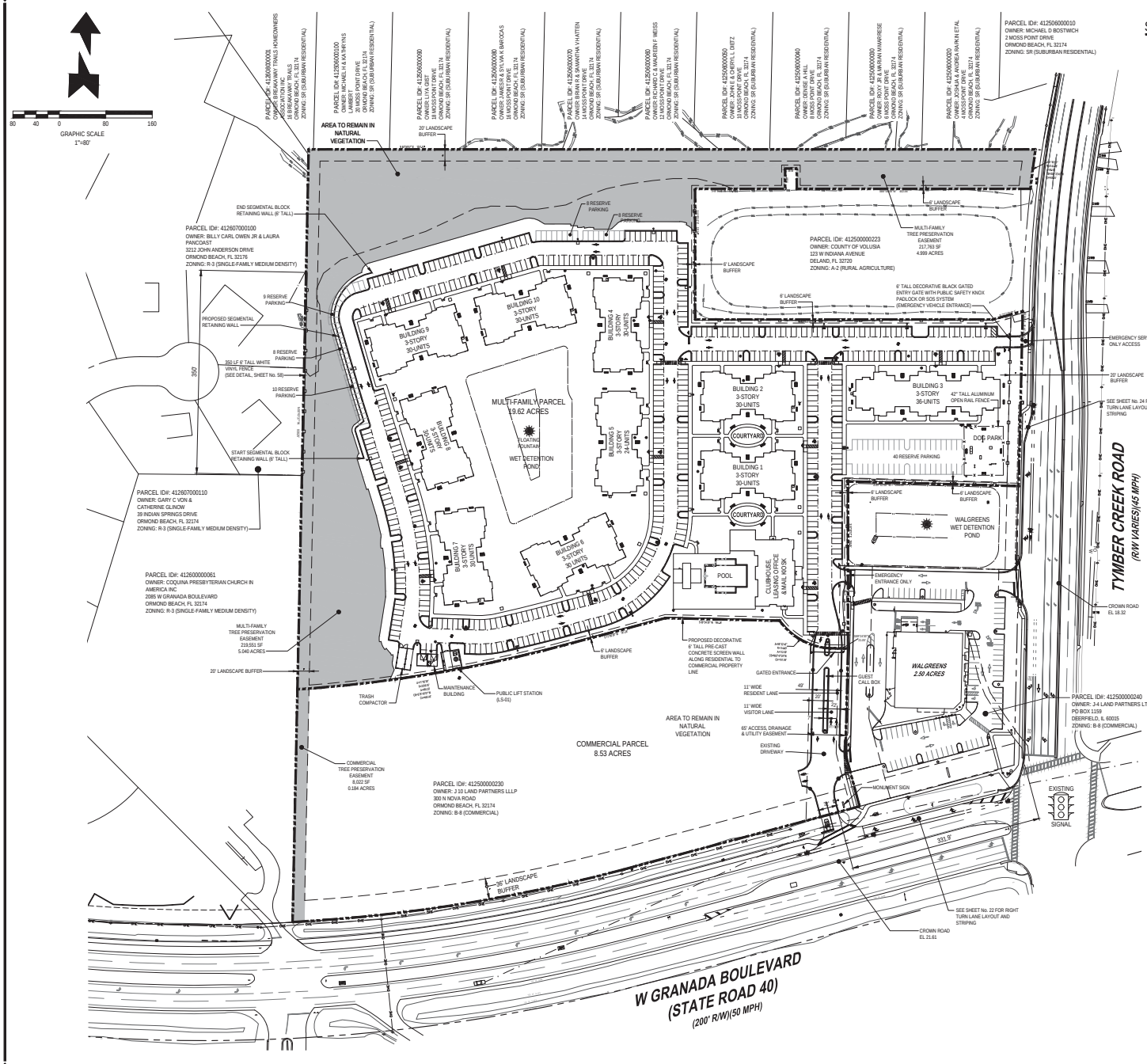
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LTG, INC.
1450 W. GRANADA BLVD, SUITE 2
ORMOND BEACH, FL 32174
REGISTRATION No. 9227
George A. Galan, P.E. NO. 60080

LTG Engineering & Planning

EXHIBIT A
Preliminary Site Plan

LTG Engineering & Planning



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	325,816	7.479	38.1
WET DETENTION PONDS	19,162	0.440	2.2
WETLANDS	104,588	2.402	12.3
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS

1230 North I-95, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
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Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL DEVELOPMENT PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

15

EXHIBIT B
Raw Turning Movement Counts

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
07:00 AM	78	9	10	0	97	9	55	72	0	136	2	5	7	0	14	6	114	1	0	121	368
07:15 AM	101	10	9	0	120	15	63	83	0	161	2	2	5	0	9	5	137	4	0	146	436
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
Total	458	37	47	0	542	58	261	367	0	686	11	10	24	0	45	27	529	13	0	569	1842
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
08:30 AM	107	7	13	0	127	18	80	69	0	167	4	4	7	0	15	7	111	2	0	120	429
08:45 AM	112	9	11	0	132	10	66	56	0	132	6	3	6	0	15	7	101	3	0	111	390
Total	468	34	55	0	557	51	323	308	0	682	15	13	22	0	50	26	473	15	0	514	1803
04:00 PM	45	6	10	0	61	11	145	73	0	229	7	3	10	0	20	10	119	3	0	132	442
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
Total	267	30	39	0	336	61	590	242	0	893	30	8	25	0	63	29	513	14	0	556	1848
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
05:15 PM	63	13	9	0	85	16	156	83	0	255	4	2	8	0	14	5	111	4	0	120	474
05:30 PM	58	10	10	0	78	18	146	80	0	244	8	2	6	0	16	6	117	3	0	126	464
05:45 PM	46	9	8	0	63	16	138	86	0	240	9	1	4	0	14	6	88	2	0	96	413
Total	245	47	35	0	327	60	608	296	0	964	30	10	23	0	63	23	446	11	0	480	1834
Grand Total	1438	148	176	0	1762	230	1782	1213	0	3225	86	41	94	0	221	105	1961	53	0	2119	7327
Apprch %	81.6	8.4	10	0		7.1	55.3	37.6	0		38.9	18.6	42.5	0		5	92.5	2.5	0		
Total %	19.6	2	2.4	0	24	3.1	24.3	16.6	0	44	1.2	0.6	1.3	0	3	1.4	26.8	0.7	0	28.9	

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 2

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
Automobiles	1422	141	164	0	1727	223	1743	1167	0	3133	74	34	81	0	189	91	1917	44	0	2052	7101
% Automobiles	98.9	95.3	93.2	0	98	97	97.8	96.2	0	97.1	86	82.9	86.2	0	85.5	86.7	97.8	83	0	96.8	96.9
Commercial	16	7	12	0	35	7	39	46	0	92	12	7	13	0	32	14	44	9	0	67	226
% Commercial	1.1	4.7	6.8	0	2	3	2.2	3.8	0	2.9	14	17.1	13.8	0	14.5	13.3	2.2	17	0	3.2	3.1

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Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 3

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
Total Volume	528	36	59	0	623	57	320	395	0	772	12	9	21	0	42	28	539	18	0	585	2022
% App. Total	84.8	5.8	9.5	0		7.4	41.5	51.2	0		28.6	21.4	50	0		4.8	92.1	3.1	0		
PHF	.917	.900	.868	.000	.956	.792	.825	.914	.000	.980	.750	.750	.750	.000	.808	.700	.853	.750	.000	.845	.928
Automobiles	522	32	56	0	610	53	313	383	0	749	8	6	17	0	31	26	524	16	0	566	1956
% Automobiles	98.9	88.9	94.9	0	97.9	93.0	97.8	97.0	0	97.0	66.7	66.7	81.0	0	73.8	92.9	97.2	88.9	0	96.8	96.7
Commercial	6	4	3	0	13	4	7	12	0	23	4	3	4	0	11	2	15	2	0	19	66
% Commercial	1.1	11.1	5.1	0	2.1	7.0	2.2	3.0	0	3.0	33.3	33.3	19.0	0	26.2	7.1	2.8	11.1	0	3.2	3.3

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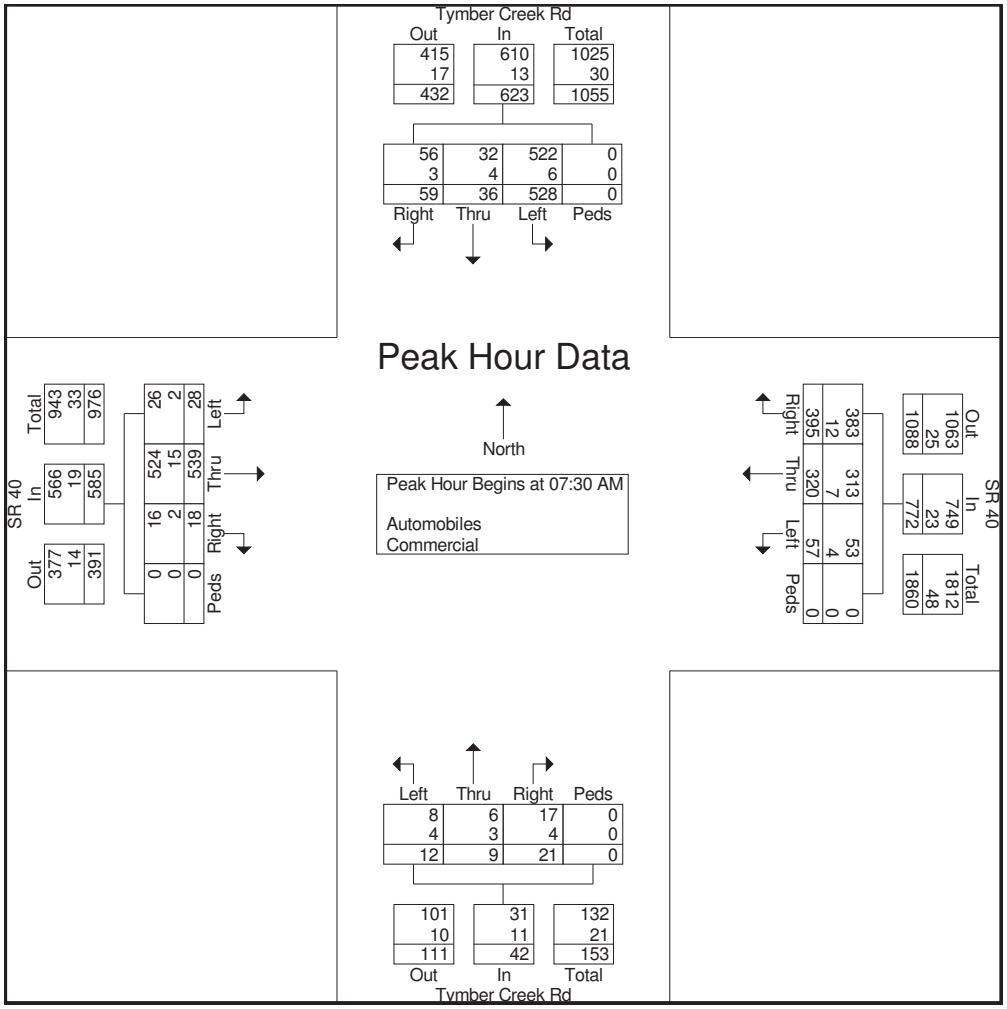
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 4



DE TRAFFIC

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Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 5

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
Total Volume	300	39	37	0	376	60	613	216	0	889	32	10	20	0	62	25	524	13	0	562	1889
% App. Total	79.8	10.4	9.8	0		6.7	69	24.3	0		51.6	16.1	32.3	0		4.4	93.2	2.3	0		
PHF	.915	.650	.841	.000	.922	.833	.912	.806	.000	.896	.800	.500	.833	.000	.816	.781	.862	.813	.000	.867	.978
Automobiles	296	39	34	0	369	60	601	204	0	865	29	10	19	0	58	20	516	11	0	547	1839
% Automobiles	98.7	100	91.9	0	98.1	100	98.0	94.4	0	97.3	90.6	100	95.0	0	93.5	80.0	98.5	84.6	0	97.3	97.4
Commercial	4	0	3	0	7	0	12	12	0	24	3	0	1	0	4	5	8	2	0	15	50
% Commercial	1.3	0	8.1	0	1.9	0	2.0	5.6	0	2.7	9.4	0	5.0	0	6.5	20.0	1.5	15.4	0	2.7	2.6

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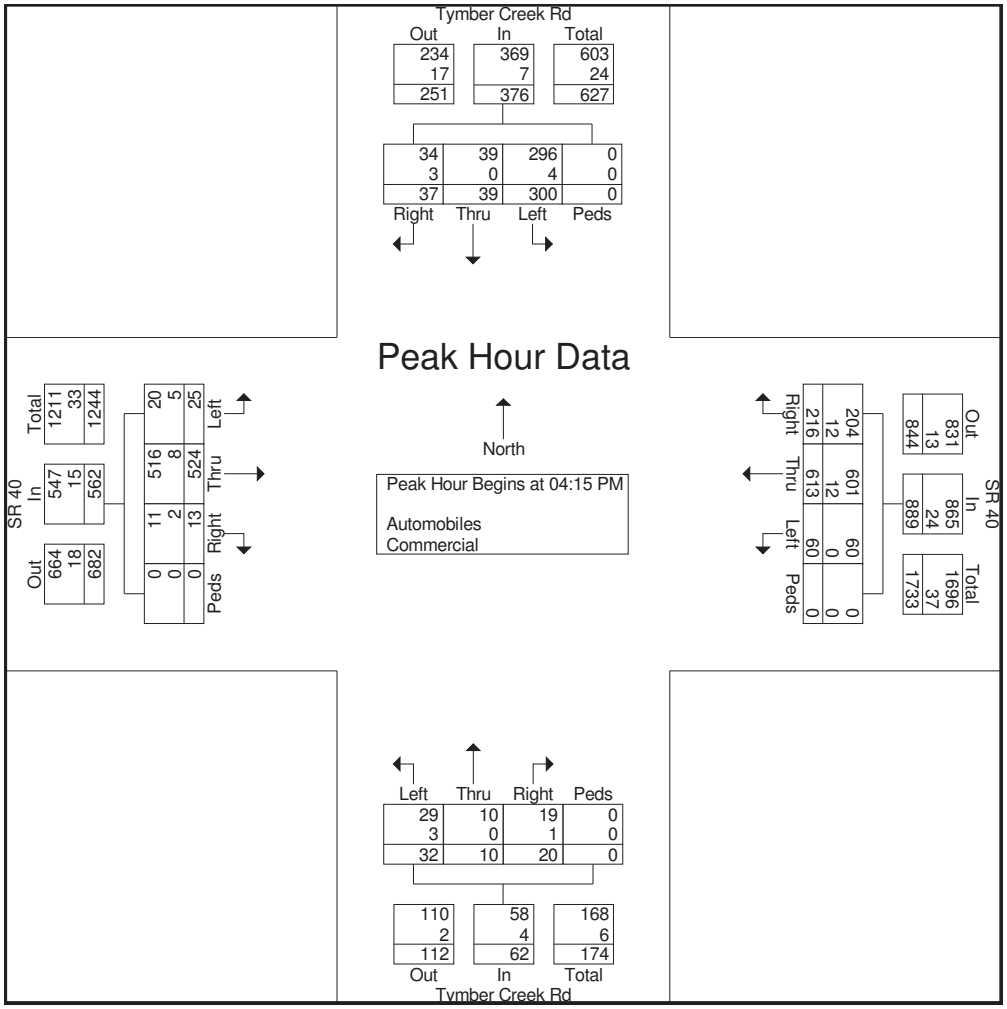
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 6



DE TRAFFIC

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Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 Tymber at SR 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 7

Groups Printed- Peds

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
04:45 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
05:15 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	3
05:30 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	1	1	0	0	0	2	2	0	0	0	0	0	0	0	0	3	3	6
Grand Total	0	0	0	2	2	0	0	0	3	3	0	0	0	1	1	0	0	0	3	3	9
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	22.2	22.2	0	0	0	33.3	33.3	0	0	0	11.1	11.1	0	0	0	33.3	33.3	

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 1

Groups Printed- Automobiles - Commercial

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	2	0	0	2	0	54	1	55	0	0	0	0	1	142	0	143	200
07:15 AM	1	0	1	2	0	54	2	56	0	0	0	0	0	165	0	165	223
07:30 AM	1	0	1	2	0	63	0	63	0	0	0	0	0	155	0	155	220
07:45 AM	3	0	1	4	0	76	3	79	0	0	0	0	1	181	0	182	265
Total	7	0	3	10	0	247	6	253	0	0	0	0	2	643	0	645	908
08:00 AM	0	0	0	0	0	84	0	84	0	0	0	0	1	170	0	171	255
08:15 AM	0	0	1	1	0	83	2	85	0	0	0	0	2	170	0	172	258
08:30 AM	2	0	1	3	0	88	3	91	0	0	0	0	1	148	0	149	243
08:45 AM	1	0	0	1	0	80	1	81	0	0	0	0	0	127	0	127	209
Total	3	0	2	5	0	335	6	341	0	0	0	0	4	615	0	619	965
04:00 PM	0	0	0	0	0	140	0	140	0	0	0	0	0	140	0	140	280
04:15 PM	1	0	1	2	0	147	2	149	0	0	0	0	1	131	0	132	283
04:30 PM	1	0	0	1	0	142	1	143	0	0	0	0	1	147	0	148	292
04:45 PM	1	0	2	3	0	173	4	177	0	0	0	0	2	141	0	143	323
Total	3	0	3	6	0	602	7	609	0	0	0	0	4	559	0	563	1178
05:00 PM	2	0	0	2	0	153	2	155	0	0	0	0	1	138	0	139	296
05:15 PM	3	0	3	6	0	162	4	166	0	0	0	0	2	117	0	119	291
05:30 PM	1	0	1	2	0	175	1	176	0	0	0	0	0	112	0	112	290
05:45 PM	1	0	0	1	0	156	1	157	0	0	0	0	1	105	0	106	264
Total	7	0	4	11	0	646	8	654	0	0	0	0	4	472	0	476	1141
Grand Total	20	0	12	32	0	1830	27	1857	0	0	0	0	14	2289	0	2303	4192
Apprch %	62.5	0	37.5		0	98.5	1.5		0	0	0		0.6	99.4	0		
Total %	0.5	0	0.3	0.8	0	43.7	0.6	44.3	0	0	0	0	0.3	54.6	0	54.9	
Automobiles	19	0	11	30	0	1750	27	1777	0	0	0	0	12	2186	0	2198	4005
% Automobiles	95	0	91.7	93.8	0	95.6	100	95.7	0	0	0	0	85.7	95.5	0	95.4	95.5
Commercial	1	0	1	2	0	80	0	80	0	0	0	0	2	103	0	105	187
% Commercial	5	0	8.3	6.2	0	4.4	0	4.3	0	0	0	0	14.3	4.5	0	4.6	4.5

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

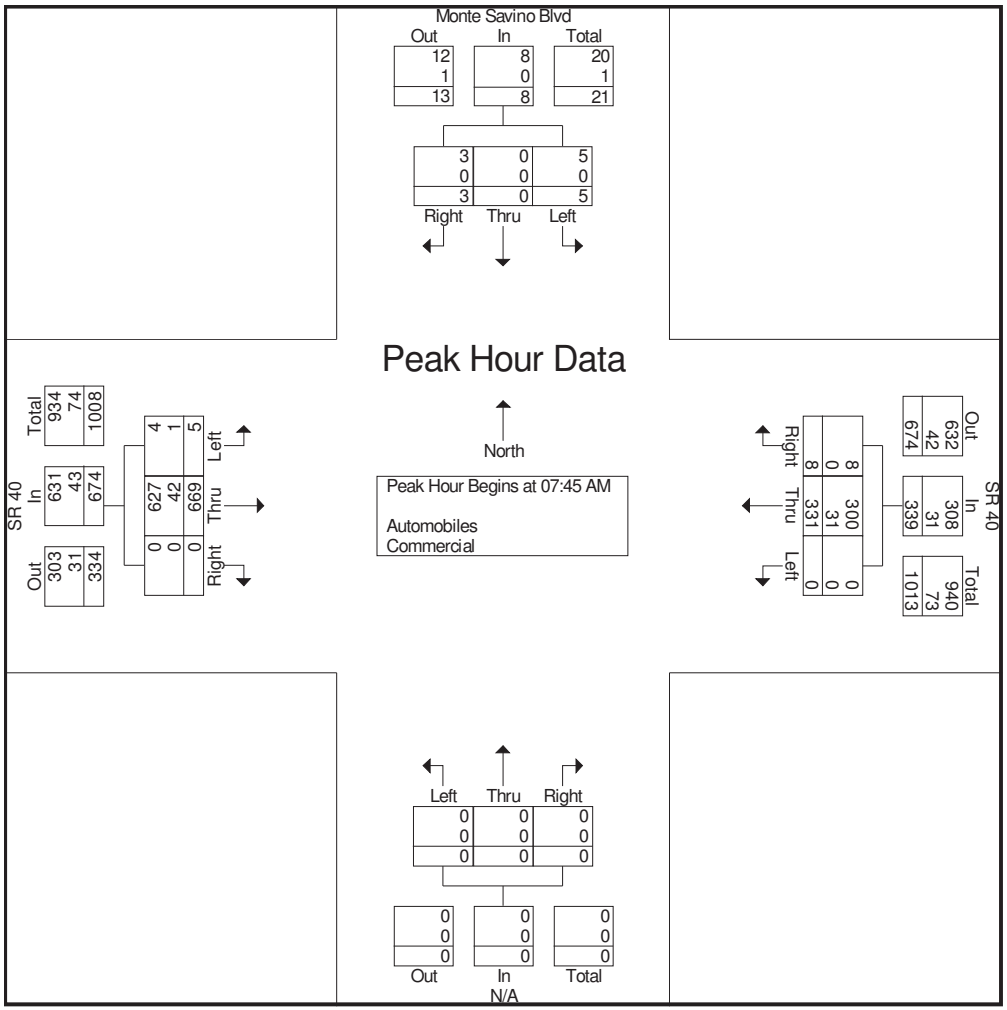
File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 2

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	3	0	1	4	0	76	3	79	0	0	0	0	1	181	0	182	265
08:00 AM	0	0	0	0	0	84	0	84	0	0	0	0	1	170	0	171	255
08:15 AM	0	0	1	1	0	83	2	85	0	0	0	0	2	170	0	172	258
08:30 AM	2	0	1	3	0	88	3	91	0	0	0	0	1	148	0	149	243
Total Volume	5	0	3	8	0	331	8	339	0	0	0	0	5	669	0	674	1021
% App. Total	62.5	0	37.5		0	97.6	2.4		0	0	0		0.7	99.3	0		
PHF	.417	.000	.750	.500	.000	.940	.667	.931	.000	.000	.000	.000	.625	.924	.000	.926	.963
Automobiles	5	0	3	8	0	300	8	308	0	0	0	0	4	627	0	631	947
% Automobiles	100	0	100	100	0	90.6	100	90.9	0	0	0	0	80.0	93.7	0	93.6	92.8
Commercial	0	0	0	0	0	31	0	31	0	0	0	0	1	42	0	43	74
% Commercial	0	0	0	0	0	9.4	0	9.1	0	0	0	0	20.0	6.3	0	6.4	7.2

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 3



DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

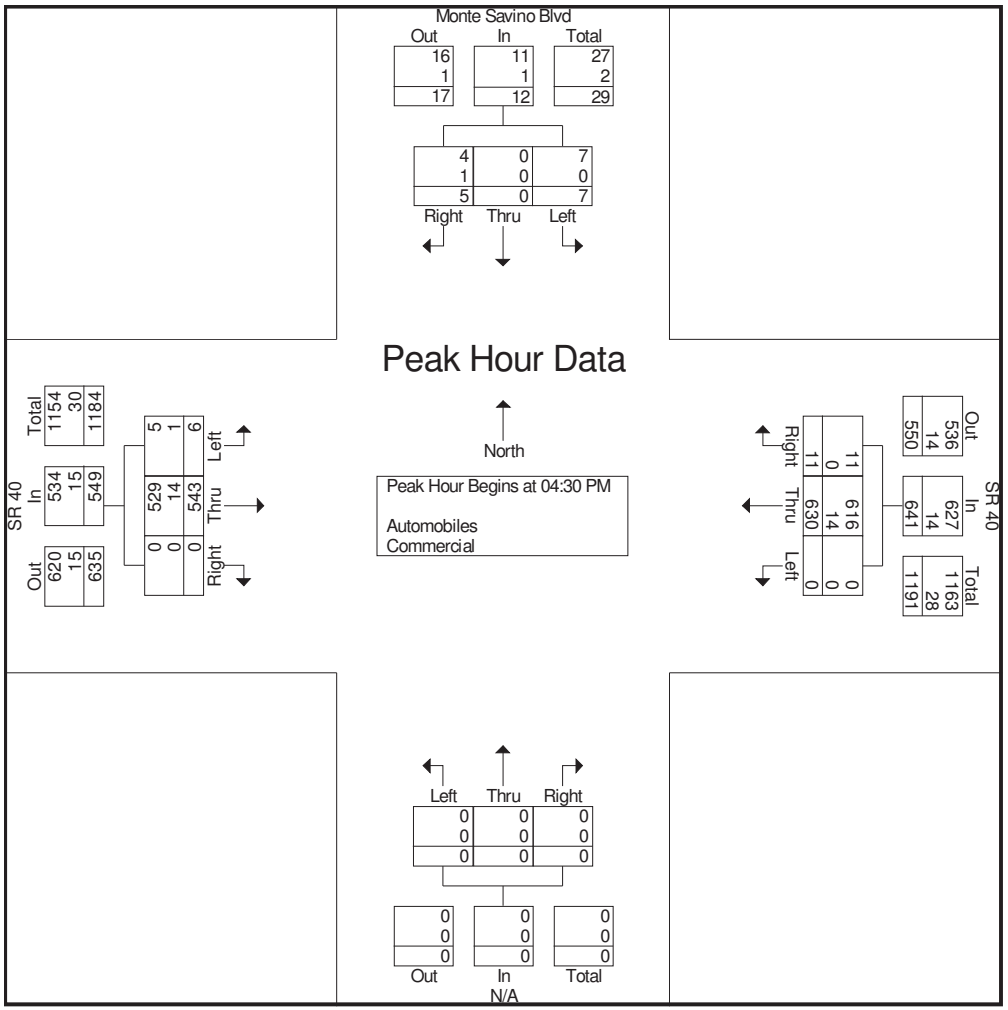
File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 4

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	1	0	0	1	0	142	1	143	0	0	0	0	1	147	0	148	292
04:45 PM	1	0	2	3	0	173	4	177	0	0	0	0	2	141	0	143	323
05:00 PM	2	0	0	2	0	153	2	155	0	0	0	0	1	138	0	139	296
05:15 PM	3	0	3	6	0	162	4	166	0	0	0	0	2	117	0	119	291
Total Volume	7	0	5	12	0	630	11	641	0	0	0	0	6	543	0	549	1202
% App. Total	58.3	0	41.7		0	98.3	1.7		0	0	0		1.1	98.9	0		
PHF	.583	.000	.417	.500	.000	.910	.688	.905	.000	.000	.000	.000	.750	.923	.000	.927	.930
Automobiles	7	0	4	11	0	616	11	627	0	0	0	0	5	529	0	534	1172
% Automobiles	100	0	80.0	91.7	0	97.8	100	97.8	0	0	0	0	83.3	97.4	0	97.3	97.5
Commercial	0	0	1	1	0	14	0	14	0	0	0	0	1	14	0	15	30
% Commercial	0	0	20.0	8.3	0	2.2	0	2.2	0	0	0	0	16.7	2.6	0	2.7	2.5

DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 5



DE TRAFFIC

386-341-4186
Monte Savino Blvd at SR 40
Volusia County, FL

File Name : monte 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 6

Groups Printed- Peds

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 1

Groups Printed- Automobiles - Commercial

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	2	59	0	61	0	0	1	1	0	142	4	146	208
07:15 AM	0	0	0	0	1	55	0	56	0	0	3	3	0	158	9	167	226
07:30 AM	0	0	1	1	5	69	0	74	0	0	5	5	0	149	9	158	238
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
Total	0	0	1	1	15	264	0	279	1	0	17	18	1	619	33	653	951
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
08:45 AM	0	0	0	0	2	83	0	85	0	0	10	10	3	125	2	130	225
Total	1	0	2	3	18	339	0	357	2	0	37	39	6	586	15	607	1006
04:00 PM	0	0	0	0	2	140	1	143	3	0	9	12	0	139	3	142	297
04:15 PM	0	0	0	0	3	145	0	148	2	0	9	11	1	132	2	135	294
04:30 PM	0	0	0	0	4	138	0	142	2	0	8	10	1	144	1	146	298
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
Total	1	0	2	3	15	592	1	608	10	0	33	43	2	558	8	568	1222
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
05:45 PM	0	0	0	0	2	144	0	146	2	0	8	10	0	100	3	103	259
Total	1	0	2	3	14	625	2	641	12	0	34	46	3	447	24	474	1164
Grand Total	3	0	7	10	62	1820	3	1885	25	0	121	146	12	2210	80	2302	4343
Apprch %	30	0	70		3.3	96.6	0.2		17.1	0	82.9		0.5	96	3.5		
Total %	0.1	0	0.2	0.2	1.4	41.9	0.1	43.4	0.6	0	2.8	3.4	0.3	50.9	1.8	53	
Automobiles	3	0	7	10	58	1730	3	1791	24	0	117	141	11	2106	74	2191	4133
% Automobiles	100	0	100	100	93.5	95.1	100	95	96	0	96.7	96.6	91.7	95.3	92.5	95.2	95.2
Commercial	0	0	0	0	4	90	0	94	1	0	4	5	1	104	6	111	210
% Commercial	0	0	0	0	6.5	4.9	0	5	4	0	3.3	3.4	8.3	4.7	7.5	4.8	4.8

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

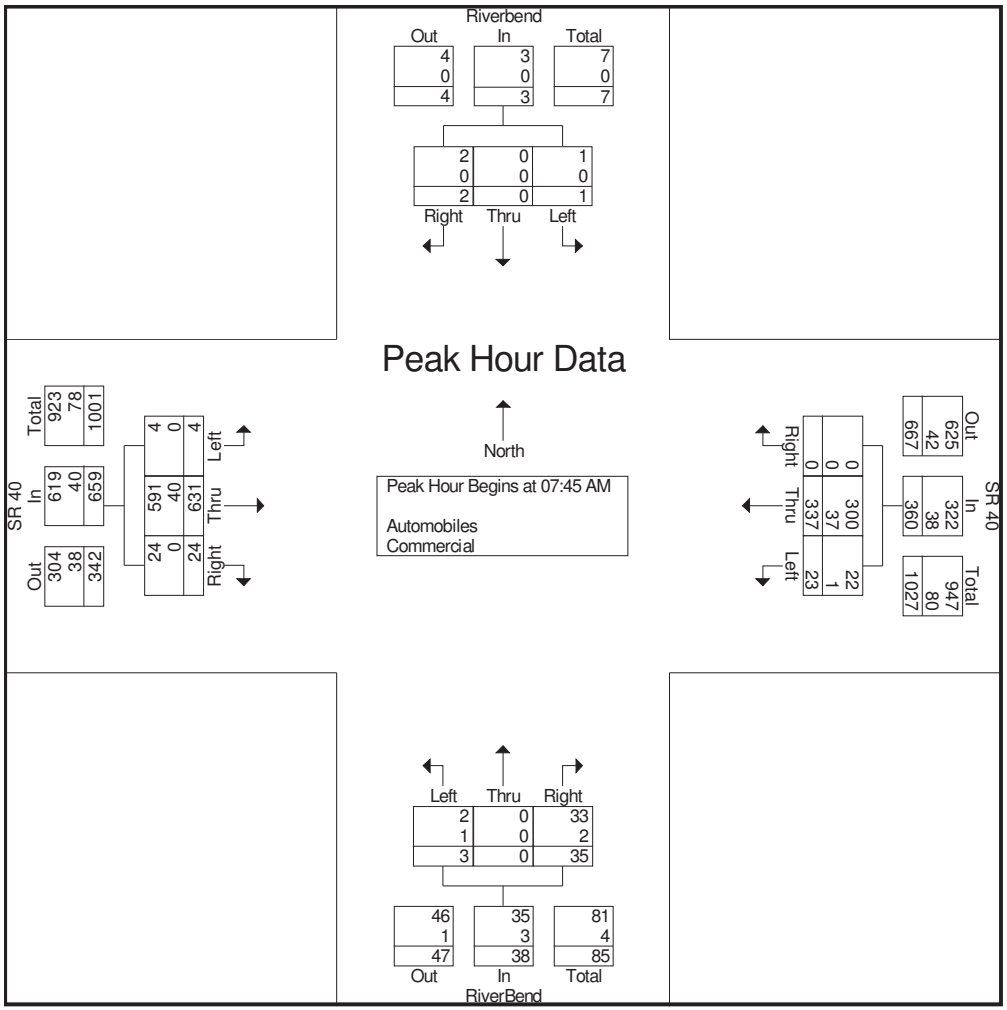
File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 2

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
Total Volume	1	0	2	3	23	337	0	360	3	0	35	38	4	631	24	659	1060
% App. Total	33.3	0	66.7		6.4	93.6	0		7.9	0	92.1		0.6	95.8	3.6		
PHF	.250	.000	.250	.375	.821	.947	.000	.978	.750	.000	.875	.864	.500	.928	.545	.905	.950
Automobiles	1	0	2	3	22	300	0	322	2	0	33	35	4	591	24	619	979
% Automobiles	100	0	100	100	95.7	89.0	0	89.4	66.7	0	94.3	92.1	100	93.7	100	93.9	92.4
Commercial	0	0	0	0	1	37	0	38	1	0	2	3	0	40	0	40	81
% Commercial	0	0	0	0	4.3	11.0	0	10.6	33.3	0	5.7	7.9	0	6.3	0	6.1	7.6

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 3



DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

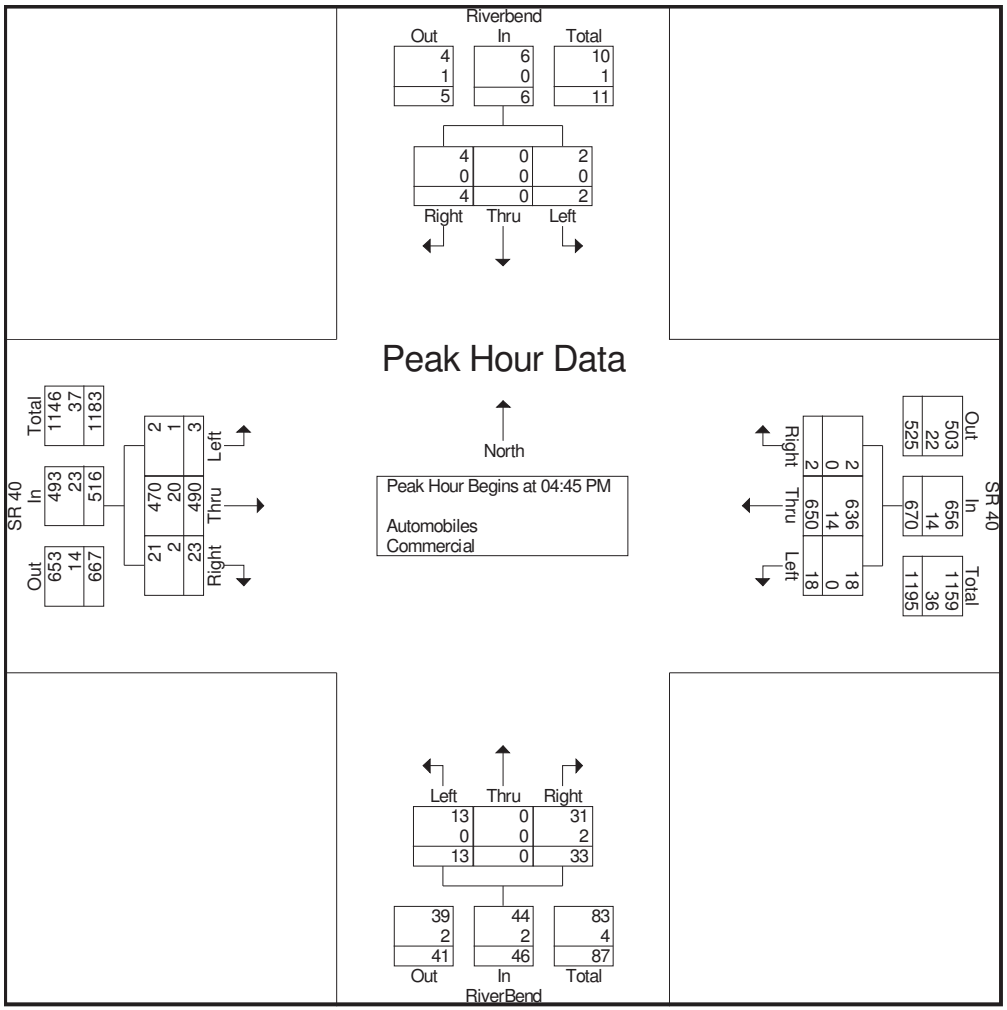
File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 4

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
Total Volume	2	0	4	6	18	650	2	670	13	0	33	46	3	490	23	516	1238
% App. Total	33.3	0	66.7		2.7	97	0.3		28.3	0	71.7		0.6	95	4.5		
PHF	.500	.000	.500	.500	.750	.934	.500	.941	.650	.000	.917	.821	.375	.857	.575	.890	.929
Automobiles	2	0	4	6	18	636	2	656	13	0	31	44	2	470	21	493	1199
% Automobiles	100	0	100	100	100	97.8	100	97.9	100	0	93.9	95.7	66.7	95.9	91.3	95.5	96.8
Commercial	0	0	0	0	0	14	0	14	0	0	2	2	1	20	2	23	39
% Commercial	0	0	0	0	0	2.2	0	2.1	0	0	6.1	4.3	33.3	4.1	8.7	4.5	3.2

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 5





SB Approach



EB Approach



WB Approach

de traffic	Monte Savino Blvd at SR 40	Volusia County
	www.de-traffic.com	Project Number: L21-06 / Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	RiverBend Community Church at SR 40	Volusia County
	www.de-traffic.com	Project Number: L21-06 / Sheet Number: 2
	299 McGregor Rd. DeLand Fl. 32720	

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	61	3	12	76	6	45	61	112	2	1	7	10	6	105	5	116	314
07:15 AM	75	6	17	98	11	57	71	139	4	2	4	10	4	155	7	166	413
07:30 AM	94	4	18	116	13	53	85	151	6	3	6	15	8	181	8	197	479
07:45 AM	112	6	11	129	16	50	78	144	5	2	10	17	8	186	9	203	493
Total	342	19	58	419	46	205	295	546	17	8	27	52	26	627	29	682	1699
08:00 AM	107	4	18	129	20	67	83	170	4	3	12	19	7	153	10	170	488
08:15 AM	105	5	18	128	18	61	73	152	7	3	18	28	8	141	7	156	464
08:30 AM	99	6	24	129	21	56	63	140	4	2	17	23	7	146	8	161	453
08:45 AM	78	7	20	105	14	60	44	118	6	4	10	20	9	162	10	181	424
Total	389	22	80	491	73	244	263	580	21	12	57	90	31	602	35	668	1829
04:00 PM	42	9	11	62	19	127	64	210	10	6	19	35	6	95	3	104	411
04:15 PM	53	8	17	78	18	157	51	226	9	4	19	32	6	104	3	113	449
04:30 PM	55	11	18	84	18	177	66	261	11	5	25	41	6	100	3	109	495
04:45 PM	76	9	16	101	26	173	43	242	7	7	19	33	4	104	6	114	490
Total	226	37	62	325	81	634	224	939	37	22	82	141	22	403	15	440	1845
05:00 PM	62	6	13	81	19	156	54	229	10	5	19	34	6	120	3	129	473
05:15 PM	71	6	8	85	19	165	43	227	16	4	20	40	7	106	2	115	467
05:30 PM	55	5	9	69	13	216	77	306	13	5	20	38	5	91	4	100	513
05:45 PM	46	6	9	61	10	168	41	219	10	5	24	39	6	100	4	110	429
Total	234	23	39	296	61	705	215	981	49	19	83	151	24	417	13	454	1882
Grand Total	1191	101	239	1531	261	1788	997	3046	124	61	249	434	103	2049	92	2244	7255
Apprch %	77.8	6.6	15.6		8.6	58.7	32.7		28.6	14.1	57.4		4.6	91.3	4.1		
Total %	16.4	1.4	3.3	21.1	3.6	24.6	13.7	42	1.7	0.8	3.4	6	1.4	28.2	1.3	30.9	
Automobiles	1179	91	233	1503	249	1747	981	2977	113	59	236	408	97	1986	79	2162	7050
% Automobiles	99	90.1	97.5	98.2	95.4	97.7	98.4	97.7	91.1	96.7	94.8	94	94.2	96.9	85.9	96.3	97.2
Commercial	12	10	6	28	12	41	16	69	11	2	13	26	6	63	13	82	205
% Commercial	1	9.9	2.5	1.8	4.6	2.3	1.6	2.3	8.9	3.3	5.2	6	5.8	3.1	14.1	3.7	2.8

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

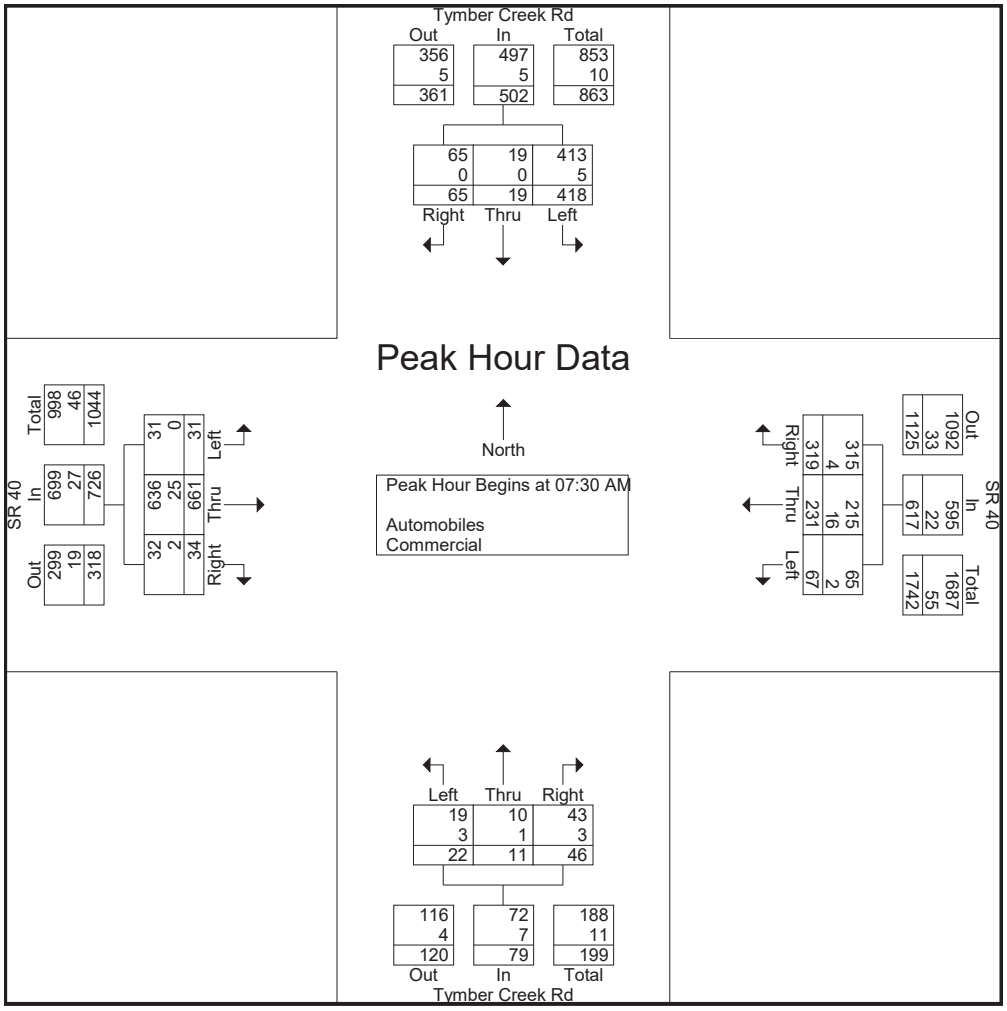
File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 2

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	94	4	18	116	13	53	85	151	6	3	6	15	8	181	8	197	479
07:45 AM	112	6	11	129	16	50	78	144	5	2	10	17	8	186	9	203	493
08:00 AM	107	4	18	129	20	67	83	170	4	3	12	19	7	153	10	170	488
08:15 AM	105	5	18	128	18	61	73	152	7	3	18	28	8	141	7	156	464
Total Volume	418	19	65	502	67	231	319	617	22	11	46	79	31	661	34	726	1924
% App. Total	83.3	3.8	12.9		10.9	37.4	51.7		27.8	13.9	58.2		4.3	91	4.7		
PHF	.933	.792	.903	.973	.838	.862	.938	.907	.786	.917	.639	.705	.969	.888	.850	.894	.976
Automobiles	413	19	65	497	65	215	315	595	19	10	43	72	31	636	32	699	1863
% Automobiles	98.8	100	100	99.0	97.0	93.1	98.7	96.4	86.4	90.9	93.5	91.1	100	96.2	94.1	96.3	96.8
Commercial	5	0	0	5	2	16	4	22	3	1	3	7	0	25	2	27	61
% Commercial	1.2	0	0	1.0	3.0	6.9	1.3	3.6	13.6	9.1	6.5	8.9	0	3.8	5.9	3.7	3.2

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 3



DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

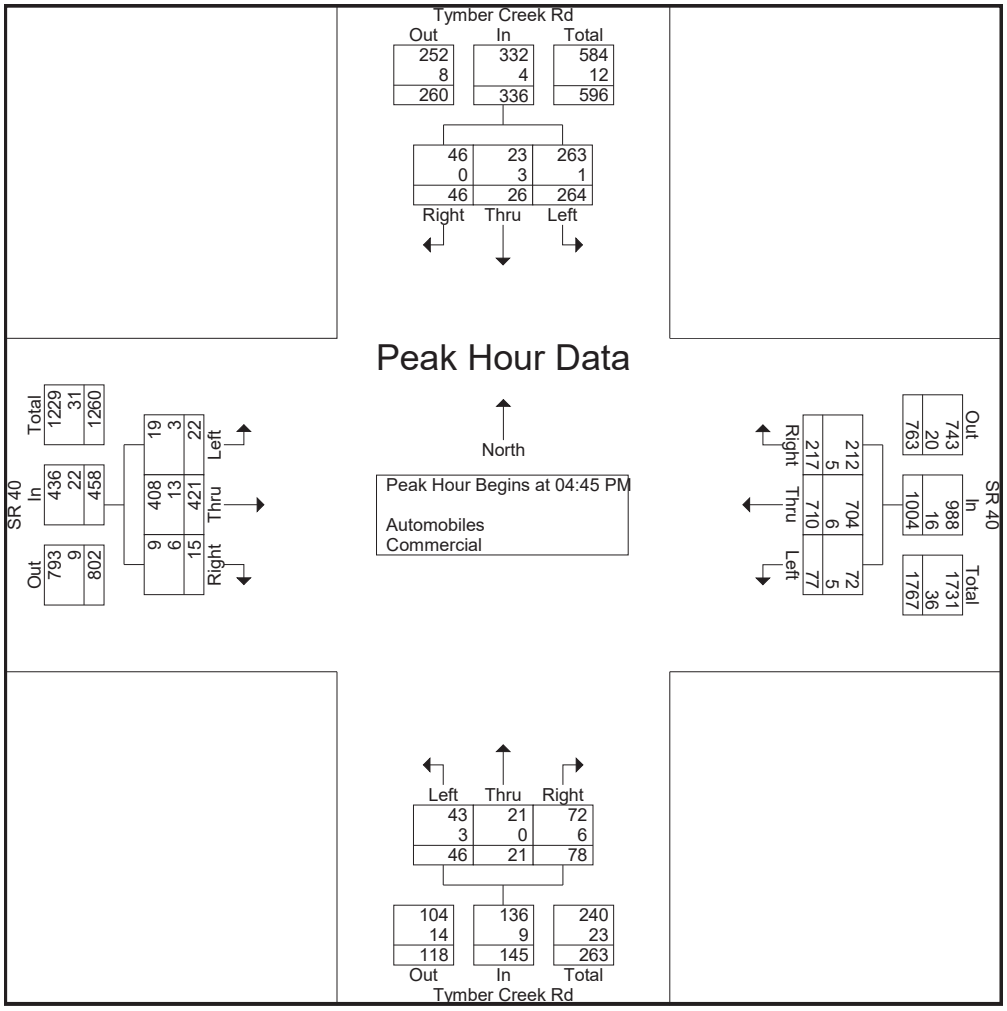
File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 4

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	76	9	16	101	26	173	43	242	7	7	19	33	4	104	6	114	490
05:00 PM	62	6	13	81	19	156	54	229	10	5	19	34	6	120	3	129	473
05:15 PM	71	6	8	85	19	165	43	227	16	4	20	40	7	106	2	115	467
05:30 PM	55	5	9	69	13	216	77	306	13	5	20	38	5	91	4	100	513
Total Volume	264	26	46	336	77	710	217	1004	46	21	78	145	22	421	15	458	1943
% App. Total	78.6	7.7	13.7		7.7	70.7	21.6		31.7	14.5	53.8		4.8	91.9	3.3		
PHF	.868	.722	.719	.832	.740	.822	.705	.820	.719	.750	.975	.906	.786	.877	.625	.888	.947
Automobiles	263	23	46	332	72	704	212	988	43	21	72	136	19	408	9	436	1892
% Automobiles	99.6	88.5	100	98.8	93.5	99.2	97.7	98.4	93.5	100	92.3	93.8	86.4	96.9	60.0	95.2	97.4
Commercial	1	3	0	4	5	6	5	16	3	0	6	9	3	13	6	22	51
% Commercial	0.4	11.5	0	1.2	6.5	0.8	2.3	1.6	6.5	0	7.7	6.2	13.6	3.1	40.0	4.8	2.6

DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 5



DE TRAFFIC

detraffic.com
(386) 341-4186
Tymber Creek Rd at SR 40
Volusia County, Fl

File Name : Tymber at 40
Site Code : 00000003
Start Date : 8/2/2022
Page No : 6

Groups Printed- Peds

	Tymber Creek Rd Southbound				SR 40 Westbound				Tymber Creek Rd Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	3	47	0	50	0	0	0	0	1	113	0	114	164
07:15 AM	0	0	0	0	1	72	0	73	0	0	0	0	0	174	0	174	247
07:30 AM	0	0	0	0	5	63	0	68	0	0	0	0	0	201	0	201	269
07:45 AM	0	0	0	0	8	78	1	87	0	0	0	0	0	197	1	198	285
Total	0	0	0	0	17	260	1	278	0	0	0	0	1	685	1	687	965
08:00 AM	0	0	0	0	4	74	0	78	0	0	0	0	0	169	1	170	248
08:15 AM	0	0	0	0	5	86	0	91	0	0	1	1	2	156	0	158	250
08:30 AM	0	0	0	0	3	88	2	93	0	0	0	0	4	153	0	157	250
08:45 AM	0	0	0	0	2	84	9	95	0	0	0	0	1	175	0	176	271
Total	0	0	0	0	14	332	11	357	0	0	1	1	7	653	1	661	1019
04:00 PM	0	0	0	0	1	149	0	150	1	0	3	4	0	109	0	109	263
04:15 PM	0	0	0	0	1	176	0	177	1	0	2	3	0	109	0	109	289
04:30 PM	0	0	0	0	1	198	0	199	0	0	1	1	0	110	0	110	310
04:45 PM	0	0	0	0	1	186	0	187	0	0	3	3	0	100	0	100	290
Total	0	0	0	0	4	709	0	713	2	0	9	11	0	428	0	428	1152
05:00 PM	0	0	0	0	1	164	0	165	0	0	1	1	0	132	0	132	298
05:15 PM	0	0	0	0	2	195	0	197	0	0	3	3	0	121	1	122	322
05:30 PM	0	0	0	0	4	241	0	245	1	0	4	5	0	95	0	95	345
05:45 PM	0	0	0	0	3	182	0	185	1	0	2	3	0	112	0	112	300
Total	0	0	0	0	10	782	0	792	2	0	10	12	0	460	1	461	1265
Grand Total	0	0	0	0	45	2083	12	2140	4	0	20	24	8	2226	3	2237	4401
Apprch %	0	0	0		2.1	97.3	0.6		16.7	0	83.3		0.4	99.5	0.1		
Total %	0	0	0	0	1	47.3	0.3	48.6	0.1	0	0.5	0.5	0.2	50.6	0.1	50.8	
Automobiles	0	0	0	0	45	2040	12	2097	4	0	20	24	8	2152	3	2163	4284
% Automobiles	0	0	0	0	100	97.9	100	98	100	0	100	100	100	96.7	100	96.7	97.3
Commercial	0	0	0	0	0	43	0	43	0	0	0	0	0	74	0	74	117
% Commercial	0	0	0	0	0	2.1	0	2	0	0	0	0	0	3.3	0	3.3	2.7

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

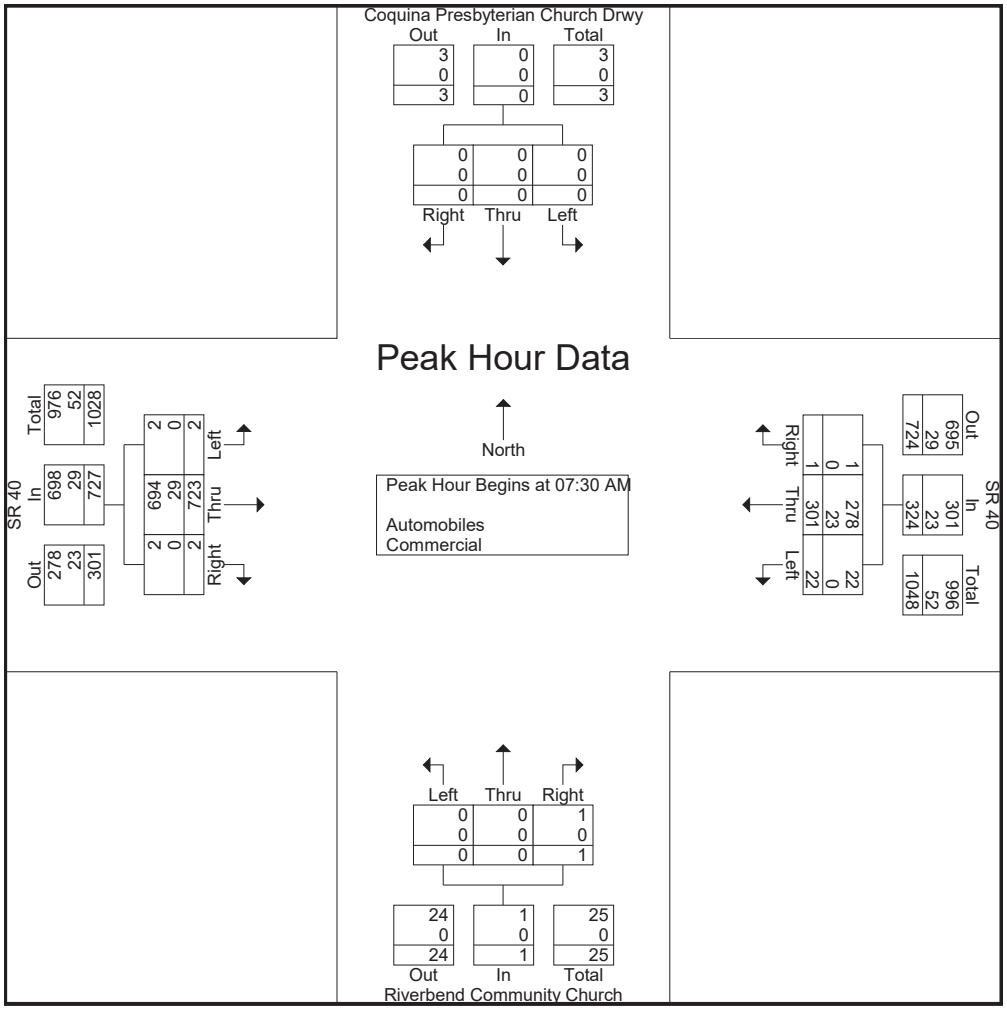
File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 2

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	0	0	0	0	5	63	0	68	0	0	0	0	0	201	0	201	269
07:45 AM	0	0	0	0	8	78	1	87	0	0	0	0	0	197	1	198	285
08:00 AM	0	0	0	0	4	74	0	78	0	0	0	0	0	169	1	170	248
08:15 AM	0	0	0	0	5	86	0	91	0	0	1	1	2	156	0	158	250
Total Volume	0	0	0	0	22	301	1	324	0	0	1	1	2	723	2	727	1052
% App. Total	0	0	0		6.8	92.9	0.3		0	0	100		0.3	99.4	0.3		
PHF	.000	.000	.000	.000	.688	.875	.250	.890	.000	.000	.250	.250	.250	.899	.500	.904	.923
Automobiles	0	0	0	0	22	278	1	301	0	0	1	1	2	694	2	698	1000
% Automobiles	0	0	0	0	100	92.4	100	92.9	0	0	100	100	100	96.0	100	96.0	95.1
Commercial	0	0	0	0	0	23	0	23	0	0	0	0	0	29	0	29	52
% Commercial	0	0	0	0	0	7.6	0	7.1	0	0	0	0	0	4.0	0	4.0	4.9

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 3



DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

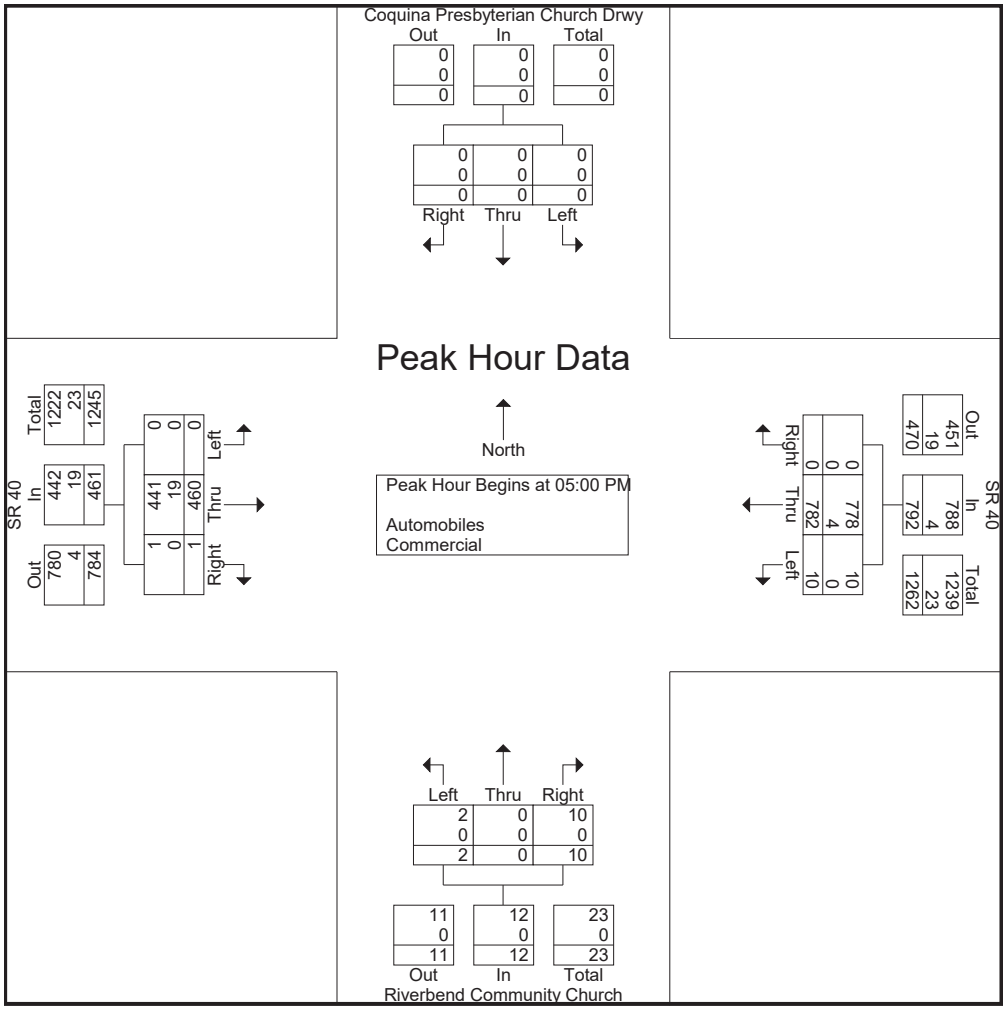
File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 4

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	0	0	0	0	1	164	0	165	0	0	1	1	0	132	0	132	298
05:15 PM	0	0	0	0	2	195	0	197	0	0	3	3	0	121	1	122	322
05:30 PM	0	0	0	0	4	241	0	245	1	0	4	5	0	95	0	95	345
05:45 PM	0	0	0	0	3	182	0	185	1	0	2	3	0	112	0	112	300
Total Volume	0	0	0	0	10	782	0	792	2	0	10	12	0	460	1	461	1265
% App. Total	0	0	0		1.3	98.7	0		16.7	0	83.3		0	99.8	0.2		
PHF	.000	.000	.000	.000	.625	.811	.000	.808	.500	.000	.625	.600	.000	.871	.250	.873	.917
Automobiles	0	0	0	0	10	778	0	788	2	0	10	12	0	441	1	442	1242
% Automobiles	0	0	0	0	100	99.5	0	99.5	100	0	100	100	0	95.9	100	95.9	98.2
Commercial	0	0	0	0	0	4	0	4	0	0	0	0	0	19	0	19	23
% Commercial	0	0	0	0	0	0.5	0	0.5	0	0	0	0	0	4.1	0	4.1	1.8

DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 5



DE TRAFFIC

detraffic.com
(386) 341-4186
Riverbend Community Church at SR 40
Volusia County, Fl

File Name : Church at 40
Site Code : 00000002
Start Date : 8/2/2022
Page No : 6

Groups Printed- Peds

	Coquina Presbyterian Church Drwy Southbound				SR 40 Westbound				Riverbend Community Church Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 1

Groups Printed- Automobiles - Commercial

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	3	0	0	3	0	55	0	55	0	0	0	0	0	130	0	130	188
07:15 AM	1	0	0	1	0	74	0	74	0	0	0	0	0	180	0	180	255
07:30 AM	0	0	0	0	0	55	2	57	0	0	0	0	0	205	0	205	262
07:45 AM	2	0	2	4	0	81	1	82	0	0	0	0	0	186	0	186	272
Total	6	0	2	8	0	265	3	268	0	0	0	0	0	701	0	701	977
08:00 AM	1	0	0	1	0	70	0	70	0	0	0	0	0	164	0	164	235
08:15 AM	2	0	0	2	0	89	1	90	0	0	0	0	1	142	0	143	235
08:30 AM	1	0	0	1	0	85	1	86	0	0	0	0	0	182	0	182	269
08:45 AM	3	0	0	3	0	78	0	78	0	0	0	0	0	149	0	149	230
Total	7	0	0	7	0	322	2	324	0	0	0	0	1	637	0	638	969
04:00 PM	2	0	0	2	0	143	2	145	0	0	0	0	0	110	0	110	257
04:15 PM	0	0	0	0	0	198	2	200	0	0	0	0	0	102	0	102	302
04:30 PM	2	0	0	2	0	178	3	181	0	0	0	0	0	107	0	107	290
04:45 PM	2	0	0	2	0	176	4	180	0	0	0	0	1	99	0	100	282
Total	6	0	0	6	0	695	11	706	0	0	0	0	1	418	0	419	1131
05:00 PM	5	0	0	5	0	181	2	183	0	0	0	0	0	122	0	122	310
05:15 PM	1	0	0	1	0	198	3	201	0	0	0	0	0	106	0	106	308
05:30 PM	1	0	1	2	0	219	2	221	0	0	0	0	0	105	0	105	328
05:45 PM	0	0	0	0	0	202	2	204	0	0	0	0	0	99	0	99	303
Total	7	0	1	8	0	800	9	809	0	0	0	0	0	432	0	432	1249
Grand Total	26	0	3	29	0	2082	25	2107	0	0	0	0	2	2188	0	2190	4326
Apprch %	89.7	0	10.3		0	98.8	1.2		0	0	0		0.1	99.9	0		
Total %	0.6	0	0.1	0.7	0	48.1	0.6	48.7	0	0	0	0	0	50.6	0	50.6	
Automobiles	26	0	3	29	0	2044	25	2069	0	0	0	0	2	2130	0	2132	4230
% Automobiles	100	0	100	100	0	98.2	100	98.2	0	0	0	0	100	97.3	0	97.4	97.8
Commercial	0	0	0	0	0	38	0	38	0	0	0	0	0	58	0	58	96
% Commercial	0	0	0	0	0	1.8	0	1.8	0	0	0	0	0	2.7	0	2.6	2.2

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

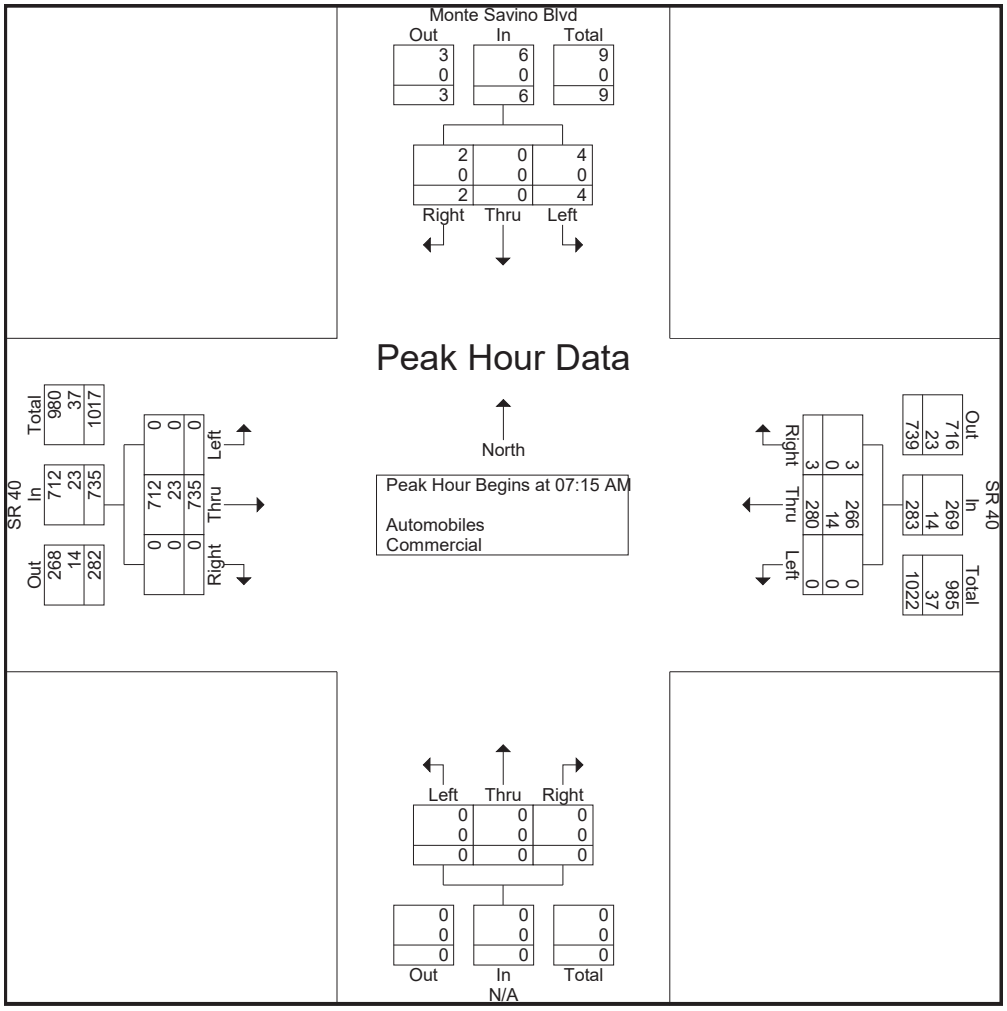
File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 2

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	1	0	0	1	0	74	0	74	0	0	0	0	0	180	0	180	255
07:30 AM	0	0	0	0	0	55	2	57	0	0	0	0	0	205	0	205	262
07:45 AM	2	0	2	4	0	81	1	82	0	0	0	0	0	186	0	186	272
08:00 AM	1	0	0	1	0	70	0	70	0	0	0	0	0	164	0	164	235
Total Volume	4	0	2	6	0	280	3	283	0	0	0	0	0	735	0	735	1024
% App. Total	66.7	0	33.3		0	98.9	1.1		0	0	0		0	100	0		
PHF	.500	.000	.250	.375	.000	.864	.375	.863	.000	.000	.000	.000	.000	.896	.000	.896	.941
Automobiles	4	0	2	6	0	266	3	269	0	0	0	0	0	712	0	712	987
% Automobiles	100	0	100	100	0	95.0	100	95.1	0	0	0	0	0	96.9	0	96.9	96.4
Commercial	0	0	0	0	0	14	0	14	0	0	0	0	0	23	0	23	37
% Commercial	0	0	0	0	0	5.0	0	4.9	0	0	0	0	0	3.1	0	3.1	3.6

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 3



DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

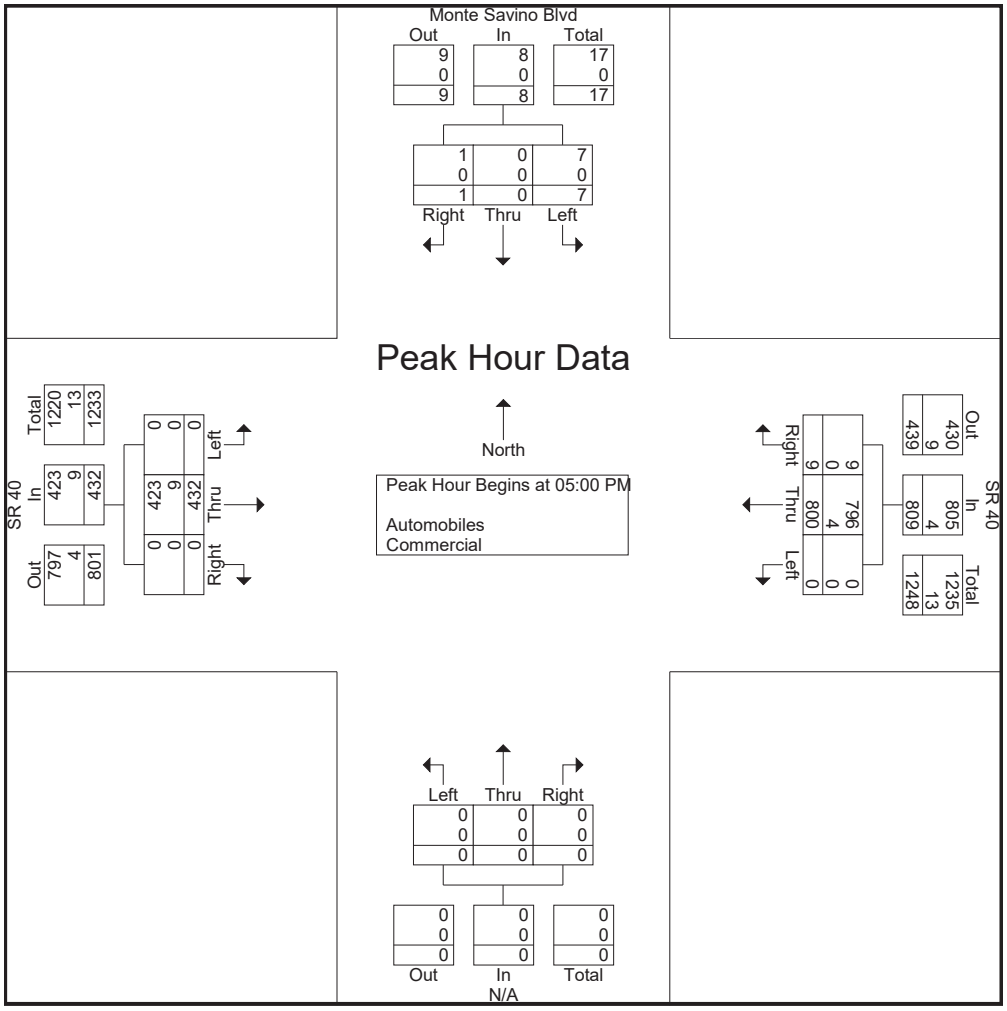
File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 4

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	5	0	0	5	0	181	2	183	0	0	0	0	0	122	0	122	310
05:15 PM	1	0	0	1	0	198	3	201	0	0	0	0	0	106	0	106	308
05:30 PM	1	0	1	2	0	219	2	221	0	0	0	0	0	105	0	105	328
05:45 PM	0	0	0	0	0	202	2	204	0	0	0	0	0	99	0	99	303
Total Volume	7	0	1	8	0	800	9	809	0	0	0	0	0	432	0	432	1249
% App. Total	87.5	0	12.5		0	98.9	1.1		0	0	0		0	100	0		
PHF	.350	.000	.250	.400	.000	.913	.750	.915	.000	.000	.000	.000	.000	.885	.000	.885	.952
Automobiles	7	0	1	8	0	796	9	805	0	0	0	0	0	423	0	423	1236
% Automobiles	100	0	100	100	0	99.5	100	99.5	0	0	0	0	0	97.9	0	97.9	99.0
Commercial	0	0	0	0	0	4	0	4	0	0	0	0	0	9	0	9	13
% Commercial	0	0	0	0	0	0.5	0	0.5	0	0	0	0	0	2.1	0	2.1	1.0

DE TRAFFIC

detraffic.com
(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 5



DE TRAFFIC

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(386) 341-4186
Monte Savino Blvd at SR 40
Volusia County, Fl

File Name : monte savinoat 40
Site Code : 00000001
Start Date : 8/2/2022
Page No : 6

Groups Printed- Peds

	Monte Savino Blvd Southbound				SR 40 Westbound				N/A Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0		0	0	0		0	0	0		0	0	0		
Total %																	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	Tymber Creek Rd at SR 40	Volusia County
	www.de-traffic.com	Project Number: L22-60 / Sheet Number: 1
	299 McGregor Rd. DeLand Fl. 32720	



NB Approach



SB Approach



EB Approach



WB Approach

de traffic	Coquina Presbyterian Church at SR 40	Volusia County
	www.de-traffic.com	Project Number: L22-60 / Sheet Number: 3
	299 McGregor Rd. DeLand Fl. 32720	



SB Approach



EB Approach



WB Approach

de traffic	Monte Salvo Blvd at SR 40	Volusia County
	www.de-traffic.com	Project Number: L22-60 / Sheet Number: 4
	299 McGregor Rd. DeLand Fl. 32720	

EXHIBIT C
Unsignalized Intersections
Existing Conditions
HCS Summary Sheets

LTG Engineering & Planning

HCS Two-Way Stop-Control Report

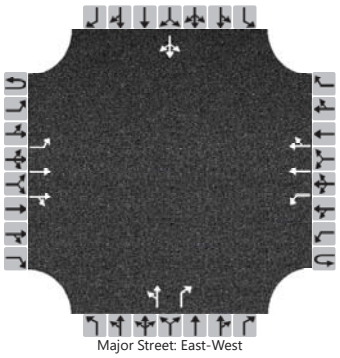
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	AM Existing
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Med Opening
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	4	680	26	0	25	363	0		3	0	38		1	0	2
Percent Heavy Vehicles (%)	2	2			2	4				33	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.14				4.18				8.16	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22				2.24				3.83	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				26				3		40			3	
Capacity, c (veh/h)		1173				847				250		614			580	
v/c Ratio		0.00				0.03				0.01		0.07			0.01	
95% Queue Length, Q_{95} (veh)		0.0				0.1				0.0		0.2			0.0	
Control Delay (s/veh)		8.1				9.4				19.6		11.3			11.2	
Level of Service (LOS)		A				A				C		B			B	
Approach Delay (s/veh)	0.0				0.6				11.9				11.2			
Approach LOS	A				A				B				B			

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HCS Two-Way Stop-Control Report

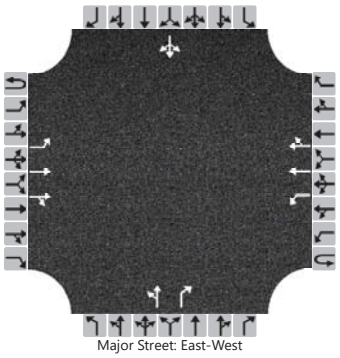
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	PM Existing
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Median Opening
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	3	528	25	0	19	700	2		14	0	34		2	0	4
Percent Heavy Vehicles (%)	2	33			2	2				2	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.76				4.14				7.54	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.53				2.22				3.52	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		3				20				15		37			6	
Capacity, c (veh/h)		676				978				316		687			428	
v/c Ratio		0.00				0.02				0.05		0.05			0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.1				0.1		0.2			0.0	
Control Delay (s/veh)		10.4				8.8				16.9		10.5			13.5	
Level of Service (LOS)		B				A				C		B			B	
Approach Delay (s/veh)		0.1				0.2				12.4				13.5		
Approach LOS		A				A				B				B		

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HCS Two-Way Stop-Control Report

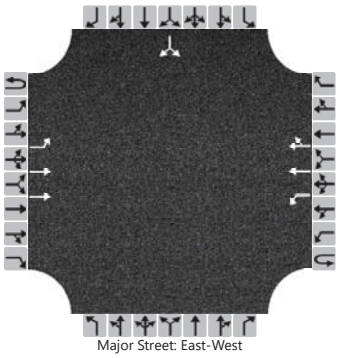
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	AM Existing
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	5	721		0	0	357	6						5		3
Percent Heavy Vehicles (%)	2	20			2	2								2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.50				4.14								7.54		6.94
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.40				2.22								3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5				0									8	
Capacity, c (veh/h)		1054				848									504	
v/c Ratio		0.00				0.00									0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		8.4				9.2									12.3	
Level of Service (LOS)		A				A									B	
Approach Delay (s/veh)	0.1				0.0								12.3			
Approach LOS	A				A								B			

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HCS Two-Way Stop-Control Report

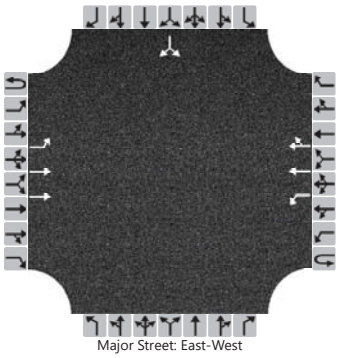
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2022
Time Analyzed	PM Existing
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	6	585		0	0	679	12						7		5
Percent Heavy Vehicles (%)	2	17			2	3								2		20
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.44				4.16								7.54		7.30
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.37				2.23								3.52		3.50

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				0									13	
Capacity, c (veh/h)		768				942									365	
v/c Ratio		0.01				0.00									0.04	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		9.7				8.8									15.2	
Level of Service (LOS)		A				A									C	
Approach Delay (s/veh)	0.1				0.0								15.2			
Approach LOS	A				A								C			

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EXHIBIT D
Signal Timings

LTG Engineering & Planning

Time of Day Plan

Designed By:	J.M.
Date:	1/7/2019
Checked By:	R. A. A
Date:	1/7/2019

Section:	79150000
Corridor:	SR 40
From:	US 1
To:	SR A-1-A

TIME OF DAY

Day	Plan	Time		Pattern	Cycle Length
Monday Thru Friday	FREE	0:00	6:30	-	FREE
	AM	6:30	9:00	1	160
	MIDDAY	9:00	15:00	2	150
	PM	15:00	21:30	3	170
	FREE	21:30	0:00	-	FREE
Saturday	FREE	0:00	8:00	-	FREE
	NIGHT**	8:00	9:30	4	110
	MIDDAY	9:30	21:30	2	150
	FREE	21:30	0:00	-	FREE
Sunday	FREE	0:00	8:00	-	FREE
	NIGHT**	8:00	9:00	4	110
	MIDDAY	9:00	20:00	2	150
	FREE	20:00	0:00	-	FREE

1) ** NT Plan: Maintain existing NT plan
2) At SR 40 & SR A1A, the interection goes into FREE at 19:00 Monday-Saturday and 18:00 on Sunday

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION - DISTRICT FIVE
SR 40 - TSMO Signal Retiming
Volusia County
FIN 440412-1-32-02

Designed By:	J.M.
Date:	1/7/2019
Checked By:	R.A.A
Date:	1/7/2019

Section	79100	Mile Post	25.565	Node	1
Sig ID	257	Controller	Econolite ASC/3-2100	System ID	17
Maj. Street	SR 40	Orientation	E-W	SOP	9
Min. Street	Tymber Creek Rd.	Orientation	N-S		

Pedestrians

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB	SB	NB	WBL	EB			
Speed Limit (mph)	50	50	40	30	50	50			
Vehicle Traversed Width	181	162	170	188	163	163			
Approach Grades	-0.4%	0.1%	0.2%	-0.8%	0.1%	-0.4%			
Ped-X (curb to curb)		112	140	136		101			
Crossing Time		32	40	39		29			
Ped-X (button to curb)		14	18	18		13			
Ped-X (button to far curb)		126	158	154		114			
Crossing Time (to far curb)		42	53	52		38			

Controller Timings (seconds)

Movement # (Controller Phase Ø)	1	2	3	4	5	6	7	8	Notes
Direction	EBL	WB	SB	NB	WBL	EB			
Turn Type	Prot		Split	Split	Prot				
Min Green	5	16	6	6	5	16			
Ext	4.0	4.0	4.0	4.0	4.0	4.0			
Yellow Change Interval	5.2	5.2	4.4	3.7	5.1	5.2			
Red Clearance Interval	4.5	2.0	4.2	4.7	4.0	2.0			
Max I	25	50	40	20	25	50			
Max II (Timing Plan 1)	12	80	42	14	14	80			
Walk		7	7	7		7			
Flashing Don't Walk		32	40	39		29			
Min Splits	15.0	47.0	56.0	55.0	15.0	44.0			
Detector Memory		ON				ON			
Det. Cross Switch.									
Recall		Min				Min			
CNA									
Coord Phase		YES				YES			

Coordination Timings (seconds)

Plan	Pattern	C-O-S	Splits								Cycle Length	Offset	Seq
AM	1		18	72	50	20	20	70	-	-	160	11	4
MIDDAY	2		18	67	45	20	23	62	-	-	150	26	3
PM	3		18	87	45	20	20	85	-	-	170	40	3

Notes

1. Offset referenced to end of first through movement 2 & 6
2. Phases 3 lags for all patterns
3. Program Max II (Timing Plan 1) during coordination
4. Program fixed force-off's
5. PED recall on coord phases. Program to rest in walk

Pattern 1

Ring-1	2	1	4	3
Ring-2	5	6		

Patterns 2 & 3

Ring-1	1	2	4	3
Ring-2	5	6		

EXHIBIT E
Signalized Intersections
Existing Conditions
Synchro Summary Sheets

LTG Engineering & Planning



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	34	650	22	69	386	476	14	11	25	636	43	71
Future Volume (vph)	34	650	22	69	386	476	14	11	25	636	43	71
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	380		0	380		380	185		0	560		0
Storage Lanes	1		0	1		1	1		0	2		1
Taper Length (ft)	100			60			40			80		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			45	
Link Distance (ft)		1346			6066			1067			1538	
Travel Time (s)		18.4			82.7			24.3			23.3	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	7%	3%	11%	7%	2%	3%	33%	33%	19%	2%	11%	5%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	37	723	0	74	415	512	15	39	0	684	46	76
Turn Type	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		3	3	
Permitted Phases						2						3
Detector Phase	1	6		5	2	2	4	4		3	3	3
Switch Phase												
Minimum Initial (s)	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0	6.0
Minimum Split (s)	15.0	44.0		15.1	47.0	47.0	20.0	20.0		50.0	50.0	50.0
Total Split (s)	18.0	70.0		20.0	72.0	72.0	20.0	20.0		50.0	50.0	50.0
Total Split (%)	11.3%	43.8%		12.5%	45.0%	45.0%	12.5%	12.5%		31.3%	31.3%	31.3%
Yellow Time (s)	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4	4.4
All-Red Time (s)	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2	4.2
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6	8.6
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	C-Min	C-Min	None	None		None	None	None
Act Effct Green (s)	9.8	67.0		12.9	73.9	73.9	8.7	8.7		40.0	40.0	40.0
Actuated g/C Ratio	0.06	0.42		0.08	0.46	0.46	0.05	0.05		0.25	0.25	0.25
v/c Ratio	0.36	0.50		0.54	0.25	0.51	0.20	0.39		0.80	0.11	0.15
Control Delay	81.0	38.2		85.3	30.7	4.8	77.6	43.9		63.3	44.6	0.6
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	81.0	38.2		85.3	30.7	4.8	77.6	43.9		63.3	44.6	0.6
LOS	F	D		F	C	A	E	D		E	D	A
Approach Delay		40.3			21.5			53.2			56.4	
Approach LOS		D			C			D			E	
Queue Length 50th (ft)	38	300		75	147	0	15	12		348	37	0
Queue Length 95th (ft)	78	416		133	223	90	42	53		393	69	0
Internal Link Dist (ft)		1266			5986			987			1458	
Turn Bay Length (ft)	380			380		380	185			560		
Base Capacity (vph)	106	1536		138	1702	1020	99	126		927	462	526
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.35	0.47		0.54	0.24	0.50	0.15	0.31		0.74	0.10	0.14

Intersection Summary		
Area Type:	Other	
Cycle Length: 160		
Actuated Cycle Length: 160		
Offset: 91 (57%), Referenced to phase 2:WBT, Start of Yellow		
Natural Cycle: 135		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.80		
Intersection Signal Delay: 38.3	Intersection LOS: D	
Intersection Capacity Utilization 69.2%	ICU Level of Service C	
Analysis Period (min) 15		

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	30	631	16	72	739	260	39	12	24	362	47	45
Future Volume (vph)	30	631	16	72	739	260	39	12	24	362	47	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	380		0	380		380	185		0	560		0
Storage Lanes	1		0	1		1	1		0	2		1
Taper Length (ft)	100			60			40			80		
Right Turn on Red			Yes			Yes			Yes			Yes
Link Speed (mph)		50			50			30			45	
Link Distance (ft)		1346			2152			1067			1538	
Travel Time (s)		18.4			29.3			24.3			23.3	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	20%	2%	15%	2%	2%	6%	9%	2%	5%	2%	2%	8%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	32	681	0	76	778	274	41	38	0	381	49	47
Turn Type	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA	Perm
Protected Phases	1	6		5	2		4	4		3	3	
Permitted Phases						2						3
Detector Phase	1	6		5	2	2	4	4		3	3	3
Switch Phase												
Minimum Initial (s)	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0	6.0
Minimum Split (s)	15.0	44.0		15.1	47.0	47.0	20.0	20.0		45.0	45.0	45.0
Total Split (s)	18.0	85.0		20.0	87.0	87.0	20.0	20.0		45.0	45.0	45.0
Total Split (%)	10.6%	50.0%		11.8%	51.2%	51.2%	11.8%	11.8%		26.5%	26.5%	26.5%
Yellow Time (s)	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4	4.4
All-Red Time (s)	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2	4.2
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Lost Time (s)	9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6	8.6
Lead/Lag	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag	Lag
Lead-Lag Optimize?	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes
Recall Mode	None	Min		None	C-Min	C-Min	None	None		None	None	None
Act Effct Green (s)	10.0	88.4		14.0	96.2	96.2	10.6	10.6		25.7	25.7	25.7
Actuated g/C Ratio	0.06	0.52		0.08	0.57	0.57	0.06	0.06		0.15	0.15	0.15
v/c Ratio	0.36	0.37		0.52	0.39	0.28	0.40	0.30		0.73	0.17	0.14
Control Delay	87.3	27.4		86.9	24.6	3.4	86.9	41.2		77.2	62.6	0.8
Queue Delay	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	87.3	27.4		86.9	24.6	3.4	86.9	41.2		77.2	62.6	0.8
LOS	F	C		F	C	A	F	D		E	E	A
Approach Delay		30.0			23.6			64.9			68.2	
Approach LOS		C			C			E			E	
Queue Length 50th (ft)	35	243		83	271	0	45	14		211	48	0
Queue Length 95th (ft)	74	347		140	383	55	87	56		260	89	0
Internal Link Dist (ft)		1266			2072			987			1458	
Turn Bay Length (ft)	380			380		380	185			560		
Base Capacity (vph)	91	1857		147	2018	986	119	141		735	398	432
Starvation Cap Reductn	0	0		0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0		0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0		0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.35	0.37		0.52	0.39	0.28	0.34	0.27		0.52	0.12	0.11

Intersection Summary		
Area Type:	Other	
Cycle Length: 170		
Actuated Cycle Length: 170		
Offset: 40 (24%), Referenced to phase 2:WBT, Start of Yellow		
Natural Cycle: 130		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.73		
Intersection Signal Delay: 35.8	Intersection LOS: D	
Intersection Capacity Utilization 62.8%	ICU Level of Service B	
Analysis Period (min) 15		

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd

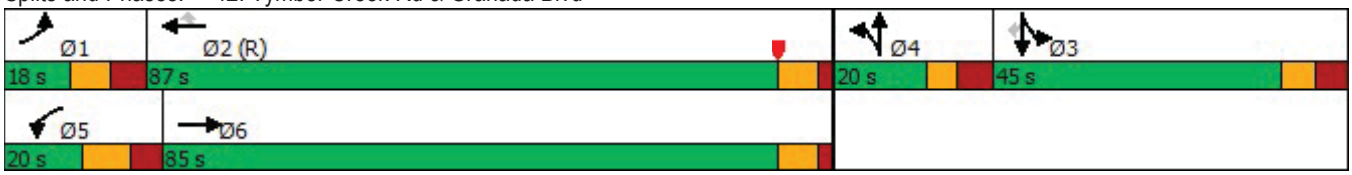
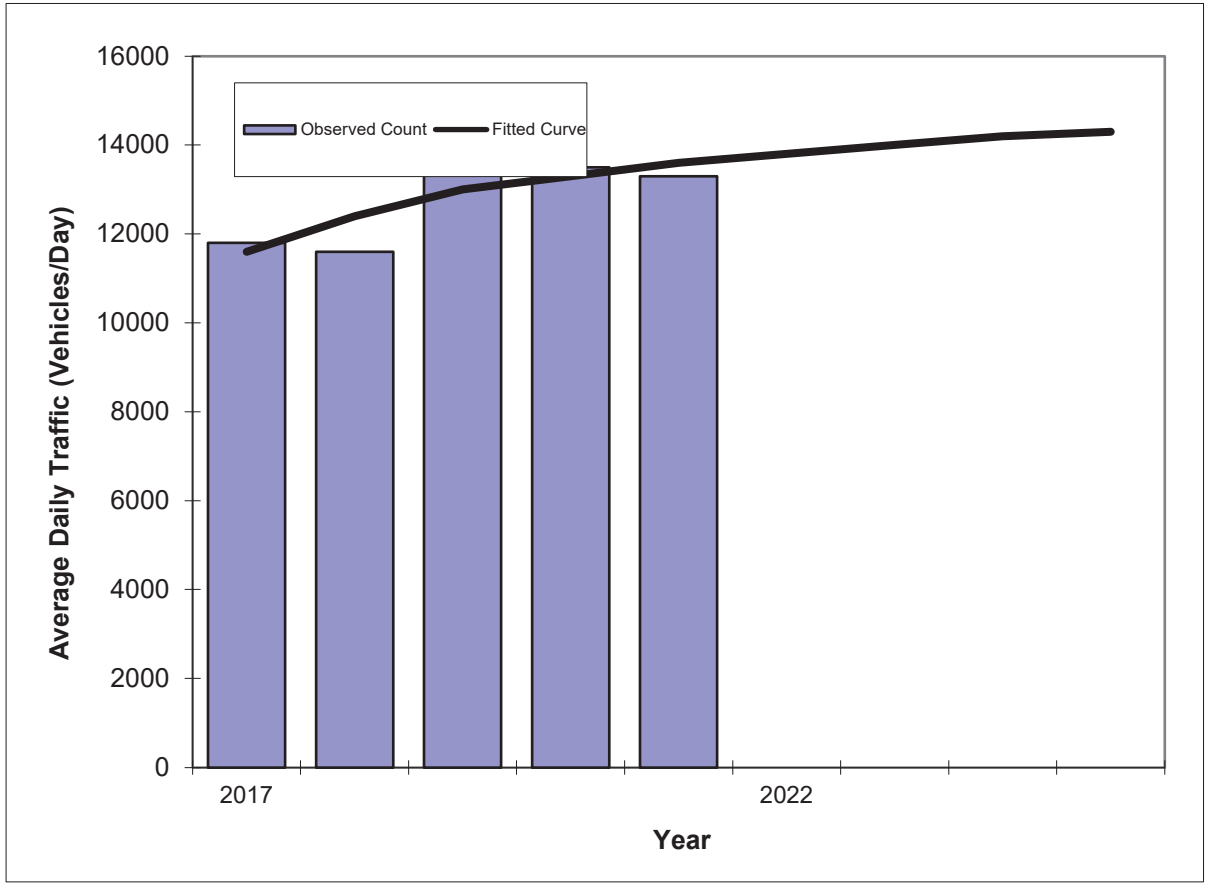


EXHIBIT F
FDOT Traffic Trends

TRAFFIC TRENDS

SR 40/Granada Blvd -- Rima Ridge Rd to Tymber Creek Rd

County:	Volusia
Station #:	499
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	11800	11600
2018	11600	12400
2019	13700	13000
2020	13500	13300
2021	13300	13600
2022 Opening Year Trend		
2022	N/A	13800
2023 Mid-Year Trend		
2023	N/A	14000
2024 Design Year Trend		
2024	N/A	14200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

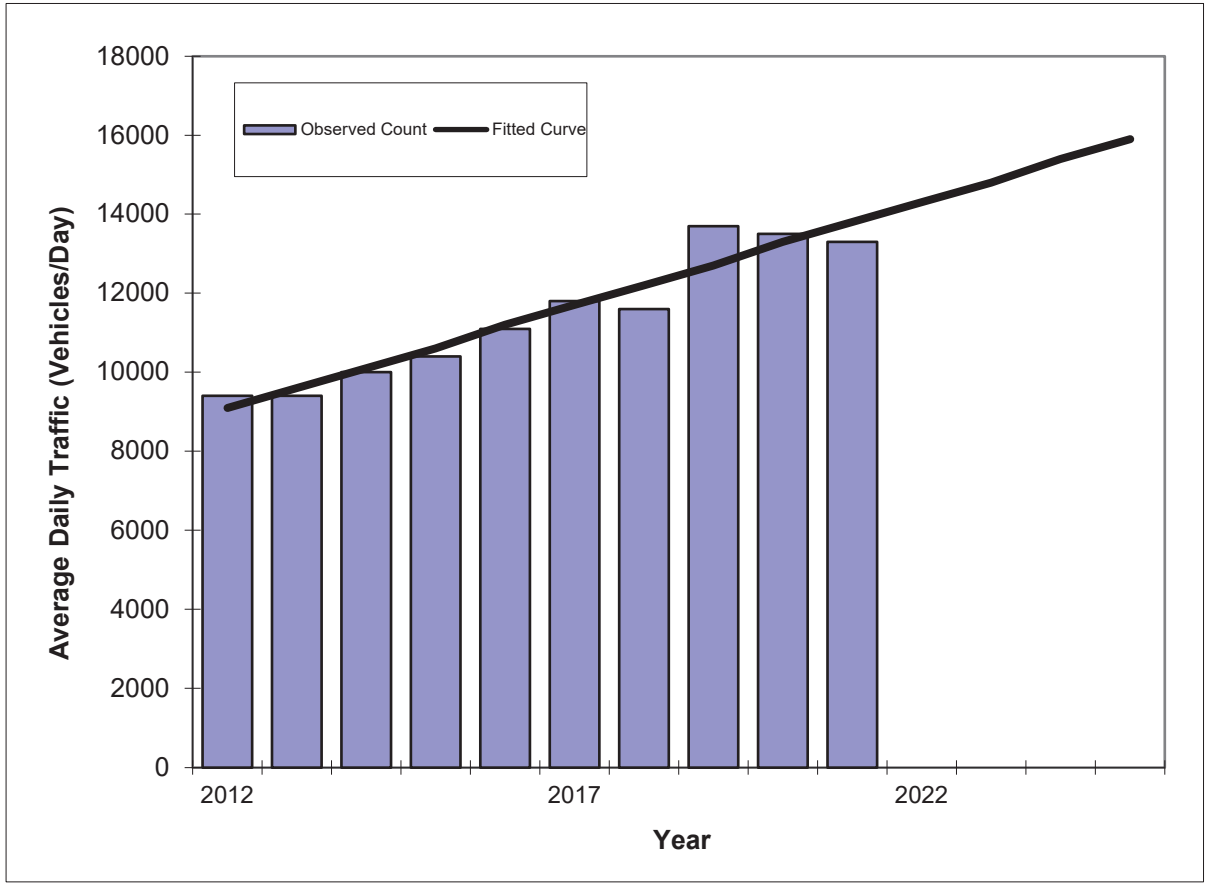
Trend R-squared:	63.8%
Compounded Annual Historic Growth Rate:	3.99%
Compounded Growth Rate (2021 to Design Year):	0.97%
Printed:	16-Aug-22

Decaying Exponential Growth Option

TRAFFIC TRENDS

SR 40/Granada Blvd -- Rima Ridge Rd to Tymber Creek Rd

County:	Volusia
Station #:	499
Highway:	SR 40/Granada Blvd



Year	Traffic (ADT/AADT) Count*	Trend**
2012	9400	9100
2013	9400	9600
2014	10000	10100
2015	10400	10600
2016	11100	11200
2017	11800	11700
2018	11600	12200
2019	13700	12700
2020	13500	13300
2021	13300	13800
2022 Opening Year Trend		
2022	N/A	14300
2023 Mid-Year Trend		
2023	N/A	14800
2024 Design Year Trend		
2024	N/A	15400
TRANPLAN Forecasts/Trends		

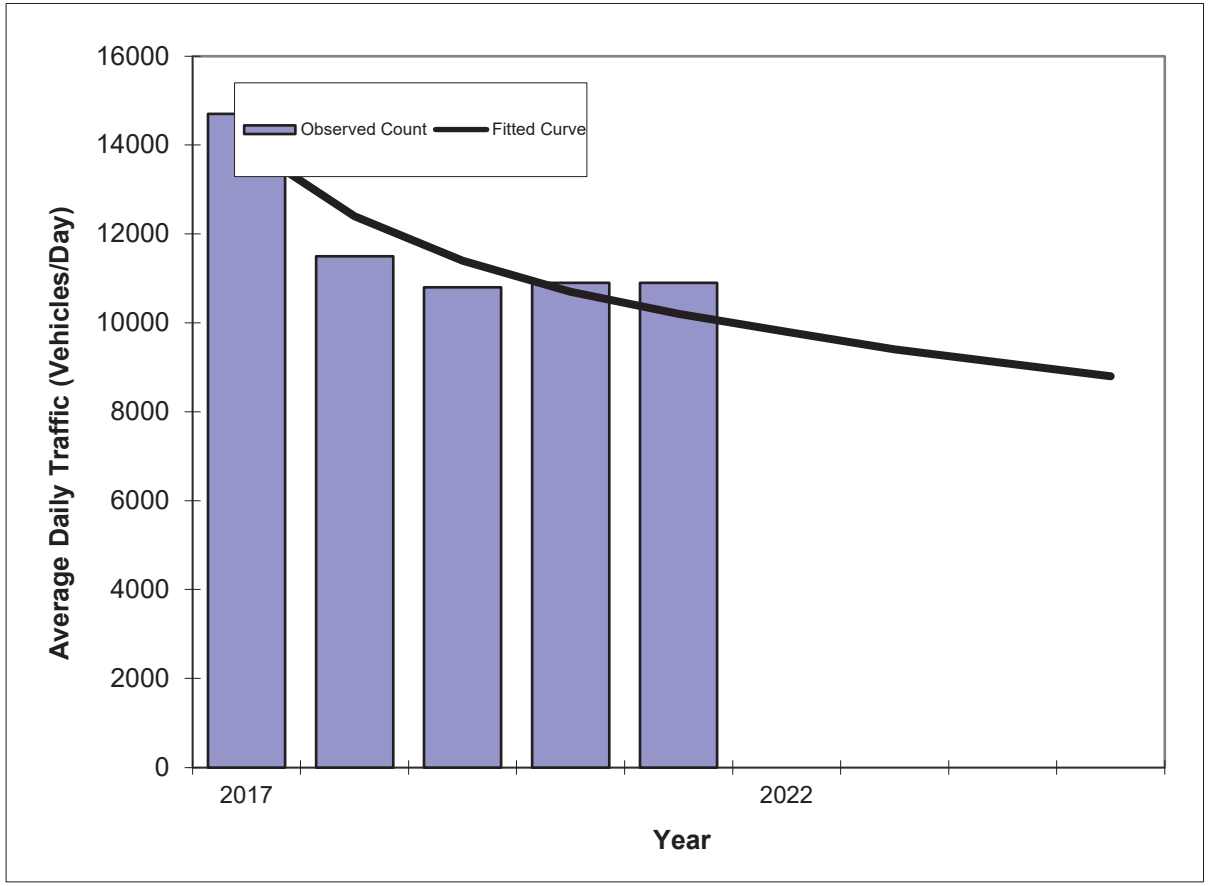
*Axle-Adjusted

** Annual Trend Increase:	525
Trend R-squared:	92.5%
Trend Annual Historic Growth Rate:	5.74%
Trend Growth Rate (2021 to Design Year):	3.86%
Printed:	16-Aug-22
Straight Line Growth Option	

TRAFFIC TRENDS

Tymber Creek Rd -- SR 40 to Tymber Run

County:	Volusia
Station #:	1881
Highway:	Tymber Creek Rd



Year	Traffic (ADT/AADT) Count*	Trend**
2017	14700	14000
2018	11500	12400
2019	10800	11400
2020	10900	10700
2021	10900	10200
2022 Opening Year Trend		
2022	N/A	9800
2023 Mid-Year Trend		
2023	N/A	9400
2024 Design Year Trend		
2024	N/A	9100
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Trend R-squared:	80.9%
Compounded Annual Historic Growth Rate:	-6.82%
Compounded Growth Rate (2021 to Design Year):	-3.30%
Printed:	17-Aug-22

Decaying Exponential Growth Option

EXHIBIT G
Unsignalized Intersections
Build-out Conditions

LTG Engineering & Planning

HCS Two-Way Stop-Control Report

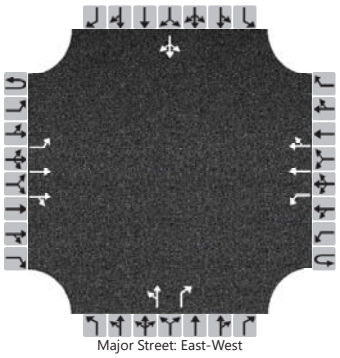
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	AM BO
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Med Opening
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	5	735	67	83	65	400	0		6	0	81		1	0	2
Percent Heavy Vehicles (%)	2	2			2	4				33	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.14			6.44	4.18				8.16	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22			2.52	2.24				3.83	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5				156				6		85			3	
Capacity, c (veh/h)		1135				466				153		569			362	
v/c Ratio		0.00				0.33				0.04		0.15			0.01	
95% Queue Length, Q_{95} (veh)		0.0				1.5				0.1		0.5			0.0	
Control Delay (s/veh)		8.2				16.5				29.6		12.4			15.0	
Level of Service (LOS)		A				C				D		B			C	
Approach Delay (s/veh)	0.1				4.5				13.6				15.0			
Approach LOS	A				A				B				C			

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HCS Two-Way Stop-Control Report

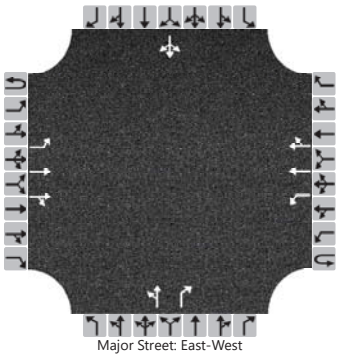
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	PM Bo
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Median Opening
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	3	576	27	41	21	759	2		14	0	37		2	0	4
Percent Heavy Vehicles (%)	2	33			2	2				2	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized									No							
Median Type | Storage	Left + Thru								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.76			6.44	4.14				7.54	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.53			2.52	2.22				3.52	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		3				67				15		40			6	
Capacity, c (veh/h)		634				615				255		660			353	
v/c Ratio		0.01				0.11				0.06		0.06			0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.4				0.2		0.2			0.1	
Control Delay (s/veh)		10.7				11.6				20.0		10.8			15.4	
Level of Service (LOS)		B				B				C		B			C	
Approach Delay (s/veh)	0.1				0.9				13.3				15.4			
Approach LOS	A				A				B				C			

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HCS Two-Way Stop-Control Report

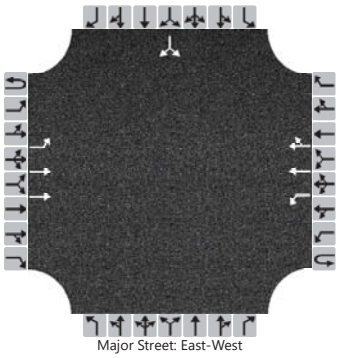
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	AM BO
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	6	779		0	0	393	7						6		3
Percent Heavy Vehicles (%)	2	20			2	2								2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.50				4.14								7.54		6.94
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.40				2.22								3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				0									9	
Capacity, c (veh/h)		1016				805									462	
v/c Ratio		0.01				0.00									0.02	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		8.6				9.5									13.0	
Level of Service (LOS)		A				A									B	
Approach Delay (s/veh)	0.1				0.0								13.0			
Approach LOS	A				A								B			

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HCS Two-Way Stop-Control Report

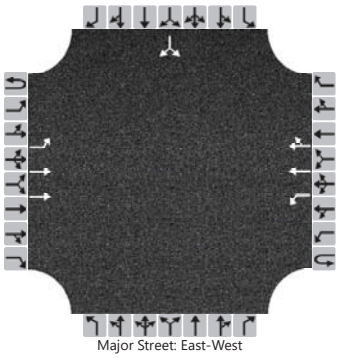
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	PM Bo
Intersection Orientation	East-West
Project Description	5003 TCR

Site Information

Intersection	Monte Savino at SR 40
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Monte Savino Blvd
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	0	0		0	1	0
Configuration		L	T			L	T	TR							LR	
Volume (veh/h)	0	6	592		0	0	683	12						7		6
Percent Heavy Vehicles (%)	2	17			2	3								2		20
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1								7.5		6.9
Critical Headway (sec)		4.44				4.16								7.54		7.30
Base Follow-Up Headway (sec)		2.2				2.2								3.5		3.3
Follow-Up Headway (sec)		2.37				2.23								3.52		3.50

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		6				0									14	
Capacity, c (veh/h)		765				936									374	
v/c Ratio		0.01				0.00									0.04	
95% Queue Length, Q_{95} (veh)		0.0				0.0									0.1	
Control Delay (s/veh)		9.7				8.8									15.0	
Level of Service (LOS)		A				A									C	
Approach Delay (s/veh)	0.1				0.0								15.0			
Approach LOS	A				A								C			

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HCS Two-Way Stop-Control Report

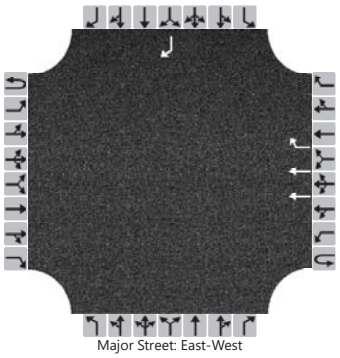
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	AM BO 2
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	SR 40 at Project Driveway
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Project Driveway
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	0	0	0	0	2	1		0	0	0		0	0	1
Configuration							T	R								R
Volume (veh/h)							482	28								92
Percent Heavy Vehicles (%)																2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized							No						No			
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)																6.9
Critical Headway (sec)																6.94
Base Follow-Up Headway (sec)																3.3
Follow-Up Headway (sec)																3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)																99
Capacity, c (veh/h)																740
v/c Ratio																0.13
95% Queue Length, Q_{95} (veh)																0.5
Control Delay (s/veh)																10.6
Level of Service (LOS)																B
Approach Delay (s/veh)													10.6			
Approach LOS													B			

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HCS Two-Way Stop-Control Report

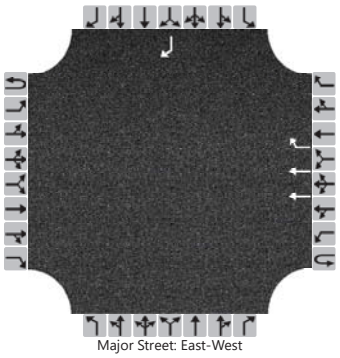
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	8/16/2022
Analysis Year	2024
Time Analyzed	PM BO 2
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	SR 40 at Project Driveway
Jurisdiction	Volusia/FDOT
East/West Street	SR 40
North/South Street	Project Driveway
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	0	0	0	0	2	1		0	0	0		0	0	1
Configuration							T	R								R
Volume (veh/h)							839	71								46
Percent Heavy Vehicles (%)																2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized							No						No			
Median Type | Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)																6.9
Critical Headway (sec)																6.94
Base Follow-Up Headway (sec)																3.3
Follow-Up Headway (sec)																3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)																48
Capacity, c (veh/h)																564
v/c Ratio																0.09
95% Queue Length, Q_{95} (veh)																0.3
Control Delay (s/veh)																12.0
Level of Service (LOS)																B
Approach Delay (s/veh)													12.0			
Approach LOS													B			

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EXHIBIT H
Signalized Intersections
Build-out Conditions
Synchro Summary Sheets

LTG Engineering & Planning



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	3	50	770	23	70	414	504	15	11	26	704	44
Future Volume (vph)	3	50	770	23	70	414	504	15	11	26	704	44
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Right Turn on Red				Yes			Yes			Yes		
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2042			1067			1538
Travel Time (s)			18.4			27.8			24.3			23.3
Peak Hour Factor	0.95	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	3%	11%	7%	2%	3%	33%	33%	19%	2%	11%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	57	853	0	75	445	542	16	40	0	757	47
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.1	47.0	47.0	20.0	20.0		50.0	50.0
Total Split (s)	18.0	18.0	70.0		20.0	72.0	72.0	20.0	20.0		50.0	50.0
Total Split (%)	11.3%	11.3%	43.8%		12.5%	45.0%	45.0%	12.5%	12.5%		31.3%	31.3%
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Act Effct Green (s)		10.5	64.9		12.2	70.6	70.6	8.8	8.8		42.8	42.8
Actuated g/C Ratio		0.07	0.41		0.08	0.44	0.44	0.06	0.06		0.27	0.27
v/c Ratio		0.52	0.60		0.59	0.29	0.55	0.22	0.40		0.82	0.10
Control Delay		88.1	41.7		88.8	32.5	4.8	78.0	43.3		63.1	43.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		88.1	41.7		88.8	32.5	4.8	78.0	43.3		63.1	43.2
LOS		F	D		F	C	A	E	D		E	D
Approach Delay			44.7			22.4			53.2			56.2
Approach LOS			D			C			D			E
Queue Length 50th (ft)		58	390		76	172	0	16	12		381	37
Queue Length 95th (ft)		#130	476		#167	224	85	43	53		452	71
Internal Link Dist (ft)			1266			1962			987			1458
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		111	1498		130	1643	1018	99	127		947	472
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.51	0.57		0.58	0.27	0.53	0.16	0.31		0.80	0.10



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	78
Future Volume (vph)	78
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Right Turn on Red	Yes
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.93
Heavy Vehicles (%)	5%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	84
Turn Type	Perm
Protected Phases	
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	50.0
Total Split (s)	50.0
Total Split (%)	31.3%
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Recall Mode	None
Act Effct Green (s)	42.8
Actuated g/C Ratio	0.27
v/c Ratio	0.16
Control Delay	0.7
Queue Delay	0.0
Total Delay	0.7
LOS	A
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	534
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.16

Intersection Summary	
Area Type:	Other
Cycle Length: 160	
Actuated Cycle Length: 160	
Offset: 11 (7%), Referenced to phase 2:WBT, Start of Yellow	
Natural Cycle: 135	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.82	
Intersection Signal Delay: 40.2	Intersection LOS: D
Intersection Capacity Utilization 74.5%	ICU Level of Service D
Analysis Period (min) 15	

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd





Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	7	40	715	17	74	807	328	39	12	25	406	48
Future Volume (vph)	7	40	715	17	74	807	328	39	12	25	406	48
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Right Turn on Red				Yes			Yes			Yes		
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2009			1067			1538
Travel Time (s)			18.4			27.4			24.3			23.3
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	20%	2%	15%	2%	2%	6%	9%	2%	5%	2%	2%
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	49	771	0	78	849	345	41	39	0	427	51
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		5.0	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.1	47.0	47.0	20.0	20.0		45.0	45.0
Total Split (s)	18.0	18.0	85.0		20.0	87.0	87.0	20.0	20.0		45.0	45.0
Total Split (%)	10.6%	10.6%	50.0%		11.8%	51.2%	51.2%	11.8%	11.8%		26.5%	26.5%
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Act Effct Green (s)		12.1	85.6		14.3	91.8	91.8	10.6	10.6		28.2	28.2
Actuated g/C Ratio		0.07	0.50		0.08	0.54	0.54	0.06	0.06		0.17	0.17
v/c Ratio		0.45	0.44		0.53	0.44	0.35	0.40	0.31		0.75	0.17
Control Delay		87.9	30.4		86.6	28.4	3.7	86.9	40.8		75.7	60.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		87.9	30.4		86.6	28.4	3.7	86.9	40.8		75.7	60.1
LOS		F	C		F	C	A	F	D		E	E
Approach Delay			33.8			25.3			64.4			66.0
Approach LOS			C			C			E			E
Queue Length 50th (ft)		53	293		85	321	0	45	14		237	49
Queue Length 95th (ft)		100	416		143	453	64	87	55		285	89
Internal Link Dist (ft)			1266			1929			987			1458
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		110	1822		149	1956	997	119	142		735	398
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.45	0.42		0.52	0.43	0.35	0.34	0.27		0.58	0.13



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	56
Future Volume (vph)	56
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Right Turn on Red	Yes
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	8%
Shared Lane Traffic (%)	
Lane Group Flow (vph)	59
Turn Type	Perm
Protected Phases	
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	45.0
Total Split (s)	45.0
Total Split (%)	26.5%
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Recall Mode	None
Act Effct Green (s)	28.2
Actuated g/C Ratio	0.17
v/c Ratio	0.16
Control Delay	0.9
Queue Delay	0.0
Total Delay	0.9
LOS	A
Approach Delay	
Approach LOS	
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	432
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.14

Intersection Summary		
Area Type:	Other	
Cycle Length: 170		
Actuated Cycle Length: 170		
Offset: 40 (24%), Referenced to phase 2:WBT, Start of Yellow		
Natural Cycle: 130		
Control Type: Actuated-Coordinated		
Maximum v/c Ratio: 0.75		
Intersection Signal Delay: 37.1	Intersection LOS: D	
Intersection Capacity Utilization 65.9%	ICU Level of Service C	
Analysis Period (min) 15		

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd

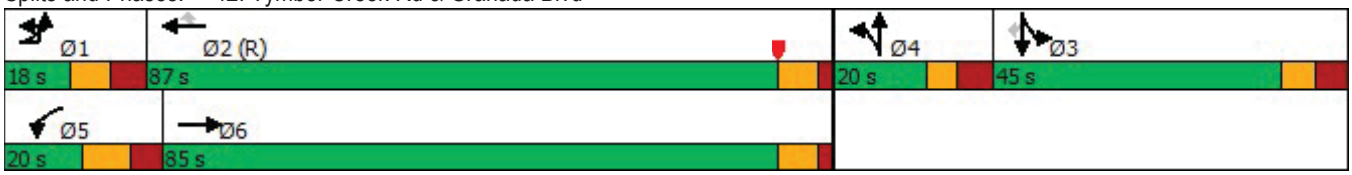


EXHIBIT I
NCHRP 457 Reports

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	50
Major-road volume (one direction), veh/h:	510
Right-turn volume, veh/h:	28

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	51
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	

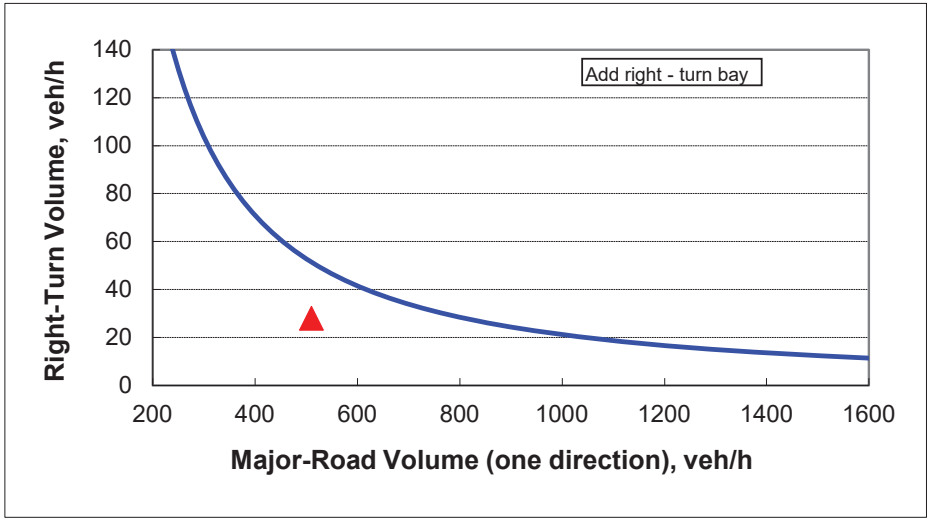


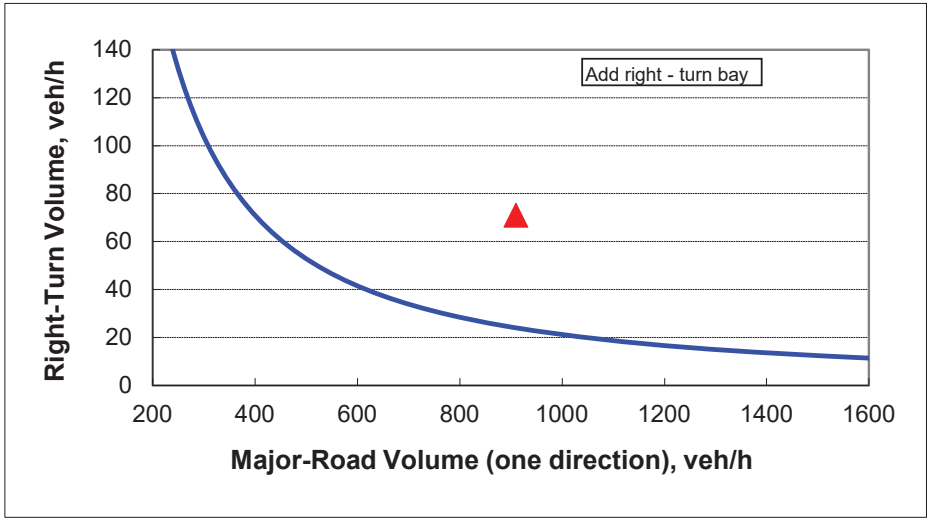
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadw ay
Variable	Value
Major-road speed, mph:	50
Major-road volume (one direction), veh/h:	910
Right-turn volume, veh/h:	71

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	24
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	



PM Peak-Hour Factored Volumes

Intersection	Approach	Mvmn't.	2019 Existing Traffic					2022 Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
												AADT Historical Growth		ted Trip Me						
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Background w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40/Granada Blvd at Tymber Creek Rd	Eastbound	U-Turn			0%	1.08	0	3.86%	0	0	0%	3.86%	0	0	0	10.3%	in	7	7	0.98
		Left	25	5	20%		27		30	6	20%		32	1	33	13.4%	out	7	40	
		Through	524	8	2%		566		631	10	2%		680	0	680	76.0%	out	35	715	
		Right	13	2	15%		14		16	2	15%		17	0	17	0.3%	out	0	17	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left	60	0	0%		65		72	0	0%		74	0	74	0.0%	0	0	74	
		Through	613	12	2%		662		739	14	2%		753	0	753	76.0%	in	54	807	
		Right	216	12	6%		233		260	14	6%		265	63	328	0.0%	0	0	328	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left	32	3	9%		35		39	4	9%		39	0	39	0.3%	in	0	39	
		Through	10	0	0%		11		12	0	0%		12	0	12	0.0%	0	0	12	
		Right	20	1	5%		22		24	1	5%		25	0	25	0.0%	0	0	25	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0	0.0%	0	0	0	
		Left	300	4	1%		324		362	5	1%		369	37	406	0.0%	0	0	406	
		Through	39	0	0%		42		47	0	0%		48	0	48	0.0%	0	0	48	
		Right	37	3	8%		40		45	4	8%		45	1	46	13.4%	in	10	56	

Intersection	Approach	Mvmn't.	2020 Existing Traffic					2022 Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
												AADT Historical Growth		ted Trip Me						
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Background w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40 at Coquina Presbyterian/Riverbend Community Church	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	0.93
		Left	3	1	33%		3		3	1	33%		3	0	3	0.0%	0	0	3	
		Through	490	20	4%		490		528	22	4%		569	0	569	9.3%	in	7	576	
		Right	23	2	9%		23		25	2	9%		27	0	27	0.0%	0	0	27	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	89.7%	out	41	41	
		Left	18	0	0%		18		19	0	0%		21	0	21	1.0%	out	0	21	
		Through	650	14	2%		650		700	15	2%		754	0	754	9.3%	out	5	759	
		Right	2	0	0%		2		2	0	0%		2	0	2	0.0%	0	0	2	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left	13	0	0%		13		14	0	0%		14	0	14	0.0%	0	0	14	
		Through	0	0	0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	33	2	6%		33		34	2	6%		36	0	36	1.0%	in	1	37	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left	2	0	0%		2		2	0	0%		2	0	2	0.0%	0	0	2	
		Through	0	0	0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	4	0	0%		4		4	0	0%		4	0	4	0.0%	0	0	4	

Intersection	Approach	Mvmn't.	2020 Existing Traffic					2022 Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
												AADT Historical Growth		ted Trip Me						
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Background w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40 at Monte Savino Blvd	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	0.93
		Left	6	1	17%		6		6	1	17%		6	0	6	0.0%	0	0	6	
		Through	543	14	3%		543		585	15	3%		585	0	585	9.3%	in	7	592	
		Right			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through	630	14	2%		630		679	15	2%		679	0	679	9.3%	out	4	683	
		Right	11	0	0%		11		12	0	0%		12	0	12	0.0%	0	0	12	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left	7	0	0%		7		7	0	0%		7	0	7	0.0%	0	0	7	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right	5	1	20%		5		5	1	20%		5	0	5	0.0%	0	0	6	

Intersection	Approach	Mvmn't.	Existing Traffic					Existing Volume				2024 Background Traffic				2024 Build-Out				Peak-Hour Factor
												AADT Historical Growth		ted Trip Me						
			Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	Approach Growth Rate	Background w/o Vested	Vested Traffic	Total Background Volume	% Model Distribution	Project Trip Direction	Project Trips	Total Build-Out Volume	
SR 40 at Walgreens Drwy	Eastbound	U-Turn			0%	0.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.98
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	731			49	780	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	839	0.0%	0	0	839	
		Right			0%		0		0	0	0%		0	0	0	100.0%	in	71	71	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0	0.0%	0	0	0	
		Left			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Through			0%		0		0	0	0%		0	0	0	0.0%	0	0	0	
		Right			0%		0		0	0	0%		0	0	0	100.0%	out	46	46	

AM Peak-Hour Factored Volumes

Intersection	Approach	Mvmn't.	2019 Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	2022 Existing Volume: Adjustment Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	Vested Trip Vested Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40/Granada Blvd at Tymber Creek Rd	Eastbound	U-Turn			0%	1.08	0	3.86%	0	0	0%	3.86%	0	0	0	10.3%	in	3	3	0.93
		Left	28	2	7%		30		34	2	7%		36	1	37	13.4%	out	13	50	
		Through	539	15	3%		582		650	18	3%		700	0	700	76.0%	out	70	770	
		Right	18	2	11%		19		22	2	11%		23	0	23	0.3%	out	0	23	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0			0	0	
		Left	57	4	7%		62		69	5	7%		70	0	70			0	70	
		Through	320	7	2%		346		386	8	2%		393	0	393	76.0%	in	21	414	
		Right	395	12	3%		427		476	14	3%		486	18	504			0	504	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0			0	0	
		Left	12	4	33%		13		14	5	33%		15	0	15	0.3%	in	0	15	
		Through	9	3	33%		10		11	4	33%		11	0	11			0	11	
		Right	21	4	19%		23		25	5	19%		26	0	26			0	26	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	1.00%	0	0	0			0	0	
		Left	528	6	1%		570		636	7	1%		649	55	704			0	704	
		Through	36	4	11%		39		43	5	11%		44	0	44			0	44	
		Right	59	3	5%		64		71	4	5%		73	1	74	13.4%	in	4	78	

Intersection	Approach	Mvmn't.	2020 Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	2022 Existing Volume: Adjustment Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	ted Trip Me Vested Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Coquina Presbyterian/Riverbend Community Church	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.95
		Left	4	0	0%		4		4	0	0%		5	0	5			0	5	
		Through	631	40	6%		631		680	43	6%		732	0	732	9.3%	in	3	735	
		Right	24	0	0%		24		26	0	0%		28	39	67			0	67	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0	89.7%	out	83	83	
		Left	23	1	4%		23		25	1	4%		27	38	65	1.0%	out	0	65	
		Through	337	37	11%		337		363	40	11%		391	0	391	9.3%	out	9	400	
		Right	0	0	0%		0		0	0	0%		0	0	0			0	0	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left	3	1	33%		3		3	1	33%		3	3	6			0	6	
		Through	0	0	0%		0		0	0	0%		0	0	0			0	0	
		Right	35	2	6%		35		38	2	6%		39	42	81	1.0%	in	0	81	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left	1	0	0%		1		1	0	0%		1	0	1			0	1	
		Through	0	0	0%		0		0	0	0%		0	0	0			0	0	
		Right	2	0	0%		2		2	0	0%		2	0	2			0	2	

Intersection	Approach	Mvmn't.	2020 Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	2022 Existing Volume: Adjustment Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	ted Trip Me Vested Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Monte Savino Blvd	Eastbound	U-Turn			0%	1.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.96
		Left	5	1	20%		5		5	1	20%		6	0	6			0	6	
		Through	669	42	6%		669		721	45	6%		776	0	776	9.3%	in	3	779	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through	331	31	9%		331		357	33	9%		384	0	384	9.3%	out	9	393	
		Right	6	0	0%		6		6	0	0%		7	0	7			0	7	
	Northbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Southbound	U-Turn			0%		0	3.86%	0	0	0%	2.00%	0	0	0			0	0	
		Left	5	0	0%		5		5	0	0%		6	0	6			0	6	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right	3	0	0%		3		3	0	0%		3	0	3			0	3	

Intersection	Approach	Mvmn't.	Existing Traffic: Raw Count	Raw Truck Count	% Heavy Vehicles	Seasonal Factor	TMC Volume	Existing Volume: Approach Growth Rate	Est. Count	Est. Truck Count	% Heavy Vehicles	2024 Background Traffic: AADT Historical Growth Approach Growth Rate	Background w/o Vested	ted Trip Me Vested Traffic	Total Background Volume	2024 Build-Out: % Model Distribution	Trip Direction	Project Trips	Total Build-Out Volume	Peak-Hour Factor
SR 40 at Walgreens Drwy	Eastbound	U-Turn			0%	0.00	0	3.86%	0	0	0%	3.86%	0	0	0			0	0	0.93
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	760			86	846	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Westbound	U-Turn			0%		0	3.86%	0	0	0%	3.86%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	482			0	482	
		Right			0%		0		0	0	0%		0	0	0	100.0%	in	28	28	
	Northbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right			0%		0		0	0	0%		0	0	0			0	0	
	Southbound	U-Turn			0%		0	2.00%	0	0	0%	2.00%	0	0	0			0	0	
		Left			0%		0		0	0	0%		0	0	0			0	0	
		Through			0%		0		0	0	0%		0	0	0			0	0	
		Right			0%		0		0	0	0%		0	0	0	100.0%	out	92	92	

LTG Engineering & Planning

Via Email: (thomas.russ@dot.state.fl.us)

Ref: 5003.03

TECHNICAL MEMORANDUM

To: Thomas Russ, FDOT D5 Contracts/Permits Coordinator

From: George A. Galan, P.E.

Subject: Tymber Creek Apartments – Access Analysis

Date: October 1, 2021

INTRODUCTION

LTG, Inc. (LTG) has been retained by Tellus Partners to prepare an Access Analysis for the proposed Tymber Creek Apartments, consisting of 300 mid-rise multifamily dwelling units and a 90,000 square-foot (sq.ft.) commercial development, located in the northwest quadrant of the Granada Boulevard (SR 40) and Tymber Creek Road in the City of Ormond Beach, Florida. Figure 1 graphically depicts the location of the study area within the surrounding network. Build-out is anticipated by year 2023. Access to the development will be provided via one right-in/right-out driveway along SR 40, approximately 300 ft. west of the SR 40/Tymber Creek Road intersection. This driveway will be shared with the existing Walgreens development, which is currently served by its own driveway that will be closed upon construction of the new driveway. The reconfigured driveway plan is attached as Exhibit A.

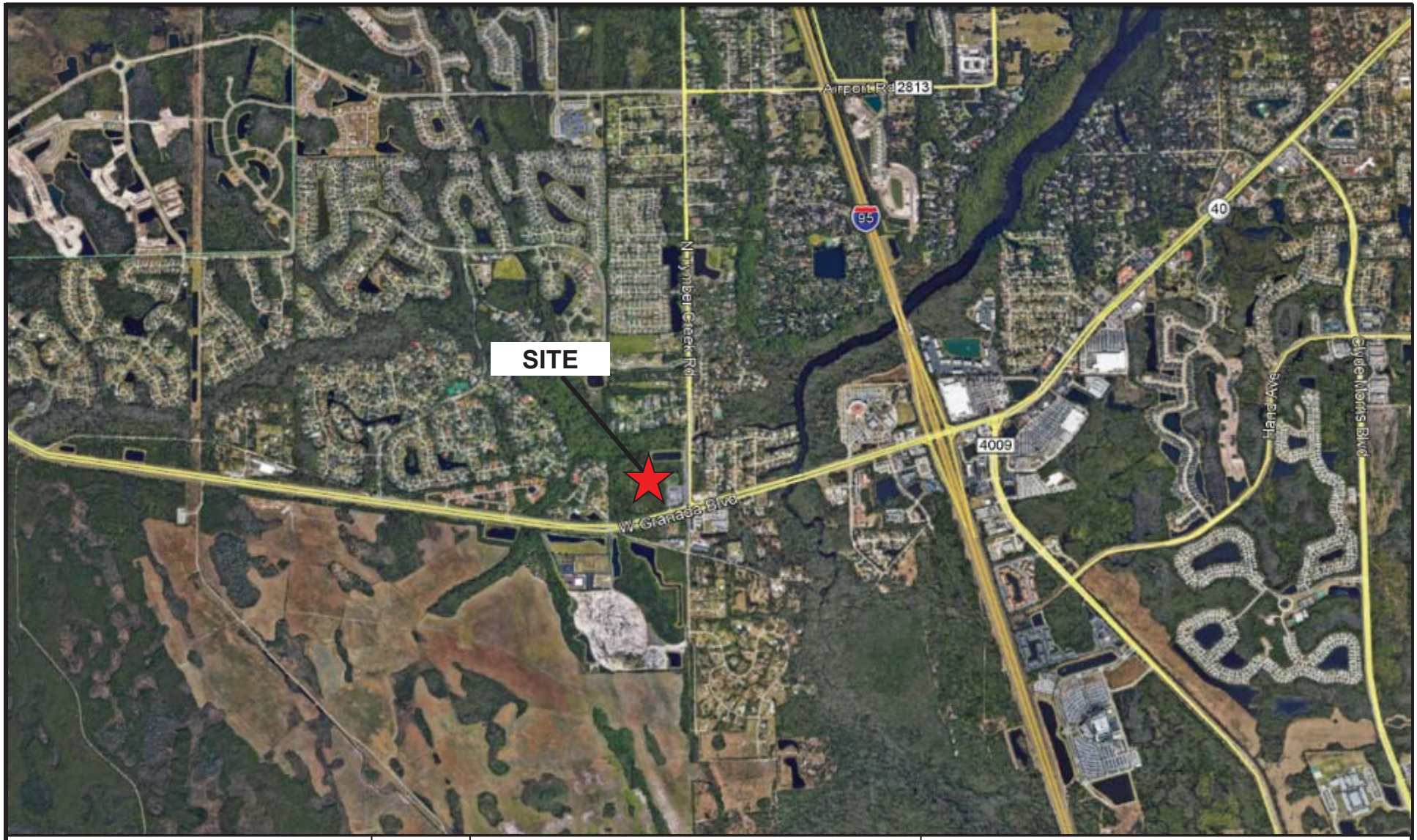
This analysis is subsequent to approval of an October 2020 Traffic Impact Analysis (TIA) also prepared by LTG for Tymber Creek Apartments, which reflected a full project access on Tymber Creek Road and a right-in/right-out access via the existing Walgreens Driveway on SR 40. The intent of this memorandum is to evaluate the adequacy of existing turn-lane lengths at SR 40 at Coquina Presbyterian Church Driveway to the west and the intersection of SR 40/Tymber Creek Road to the east where project trips will make U-turn maneuvers. The analyses in this report will reflect 2023 build-out future conditions only (see October 2020 TIA for analyses of existing conditions).

Study Area

The study area includes the following two intersections that will accommodate U-turn maneuvers from project trips:

Intersections

- SR 40 at Coquina Presbyterian Church Driveway
- SR 40 at Tymber Creek Road



Tymber Creek Apartments	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 5003.03 / Figure: 1	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

2023 BUILD-OUT FUTURE ROADWAY ANALYSIS

The following documents the procedures used to determine the future traffic.

2023 Background Growth

Based on methodology outlined in the October 2020 TIA, background traffic growth was projected using a growth rate of two percent per year.

Project Trip Generation

The net external trip generation for the development was determined using the trip generation rates published by the Institute of Transportation Engineers (ITE) in the document *Trip Generation Manual, 10th Edition* , and procedures outlined in the National Cooperative Highway Research Program (NCHRP) Report 684 worksheet and the ITE Trip Generation Handbook, 3rd Edition. The net external trip generation, as included in the October 2020 TIA, is shown in Table 1 below.

Table 1
Net Trip Generation
Tymber Creek Apartments

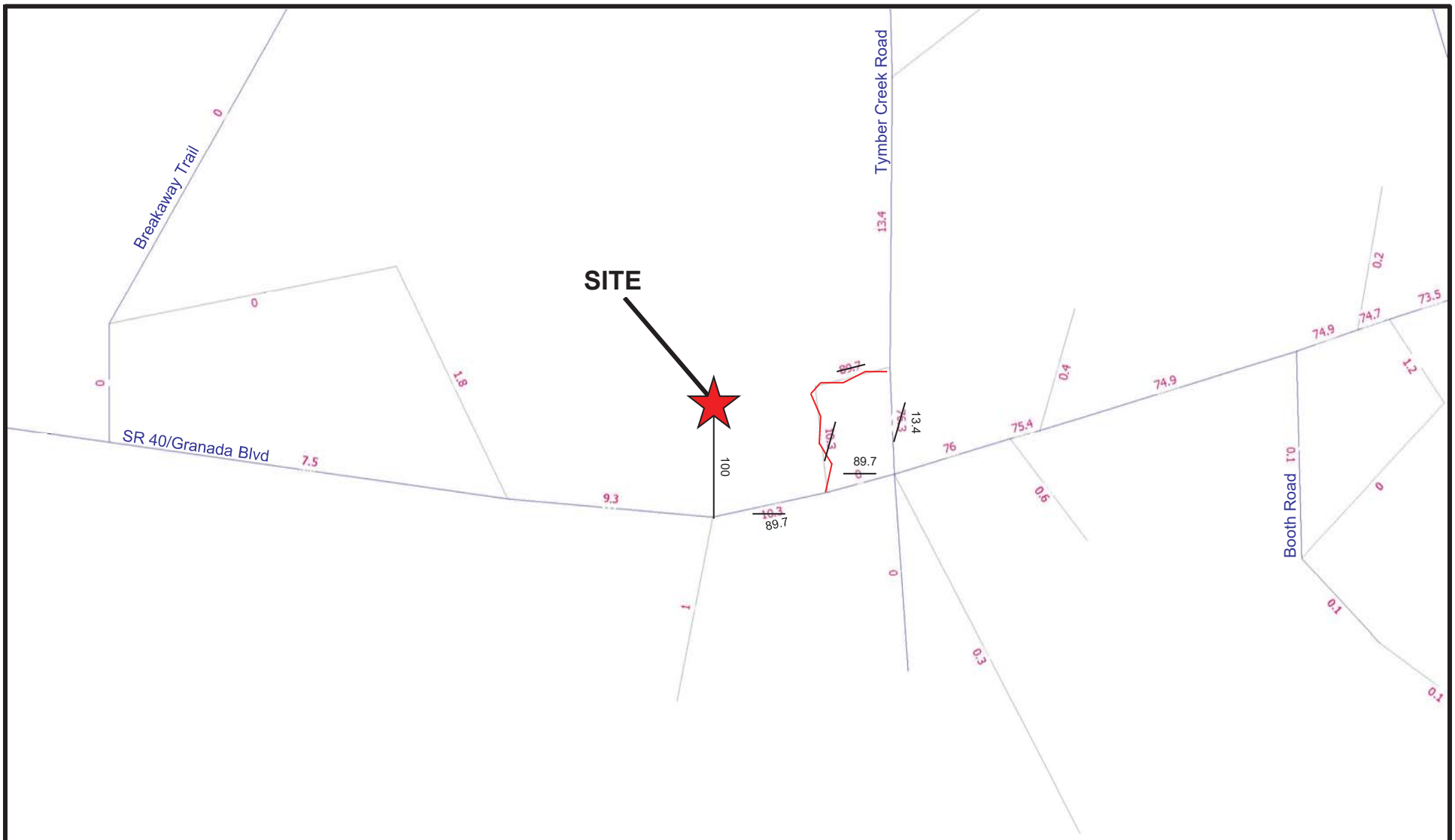
Time Period	Land Use	Total Trips			Internal Capture Trips			Pass-by Capture Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
A.M. Peak-Hour	Mid-Rise Multifamily	28	80	108	1	1	2	0	0	0	27	79	106
	Shopping Center	122	75	197	1	1	2	0	0	0	121	74	195
Totals:		**150**	**155**	**305**	**2**	**2**	**4**	**0**	**0**	**0**	**148**	**153**	**300**
Time Period	**Land Use**	**Total Trips**			**Internal Capture Trips**			**Pass-by Capture Trips**			**New External Trips**		
		Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**
P.M. Peak-Hour	Mid-Rise Multifamily	81	51	132	37	21	57	0	0	0	44	30	74
	Shopping Center	241	262	503	21	37	59	74	77	151	146	148	294
Totals:		**322**	**313**	**635**	**58**	**58**	**116**	**74**	**77**	**151**	**190**	**178**	**368**

Project Trip Distribution & Trip Assignment

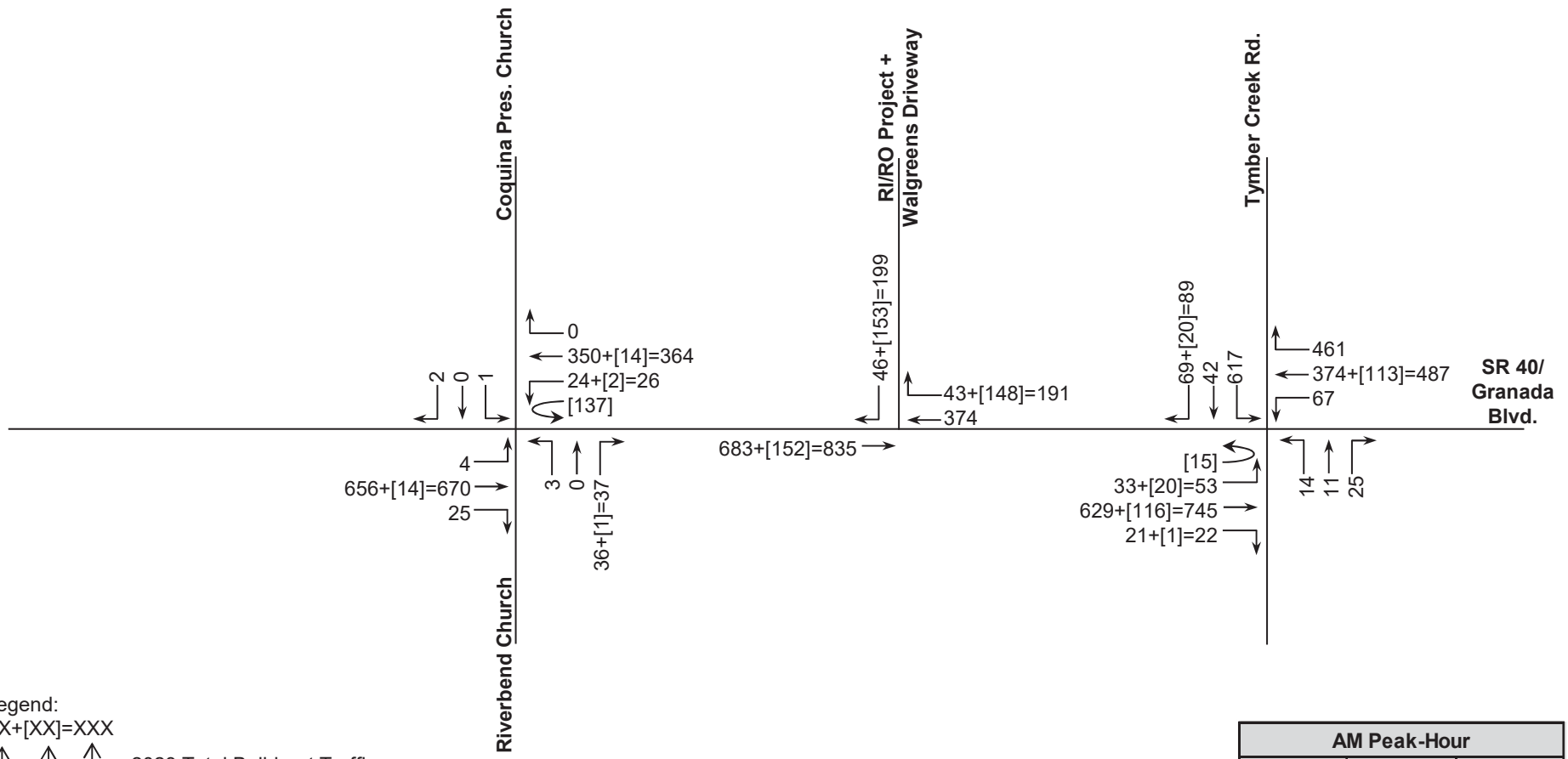
The original project distribution, which was determined using the Central Florida Regional Planning Model, version 6.1 (CFRPM) was obtained from the October 2020 TIA. Manual modifications were made to the model output to account for the modified access being proposed. The manually modified distribution is shown in Figure 2.

Trip Assignment

Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area intersections. Figures 3A and 3B graphically depict the 2023 background traffic, peak-hour project trips, and resulting 2023 build-out traffic during the a.m. and p.m. peak-hours. The existing turning movement counts for these intersections are included in Exhibit B.



Tymber Creek Apartments	N NTS	**Project Distribution**		LTG Engineering & Planning
		Project No.: 5003.03	Figure: 2	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:
XX+[XX]=XXX
- 2023 Total Build-out Traffic
- Project Trips
- 2023 Background Traffic

AM Peak-Hour		
Enter	Exit	Total
148	153	301

Tymber Creek Apartments

N

NTS

2023 A.M. Peak-Hour Build-Out Volumes

Project No.: 5003.03

Figure: 3A

LTG Engineering & Planning
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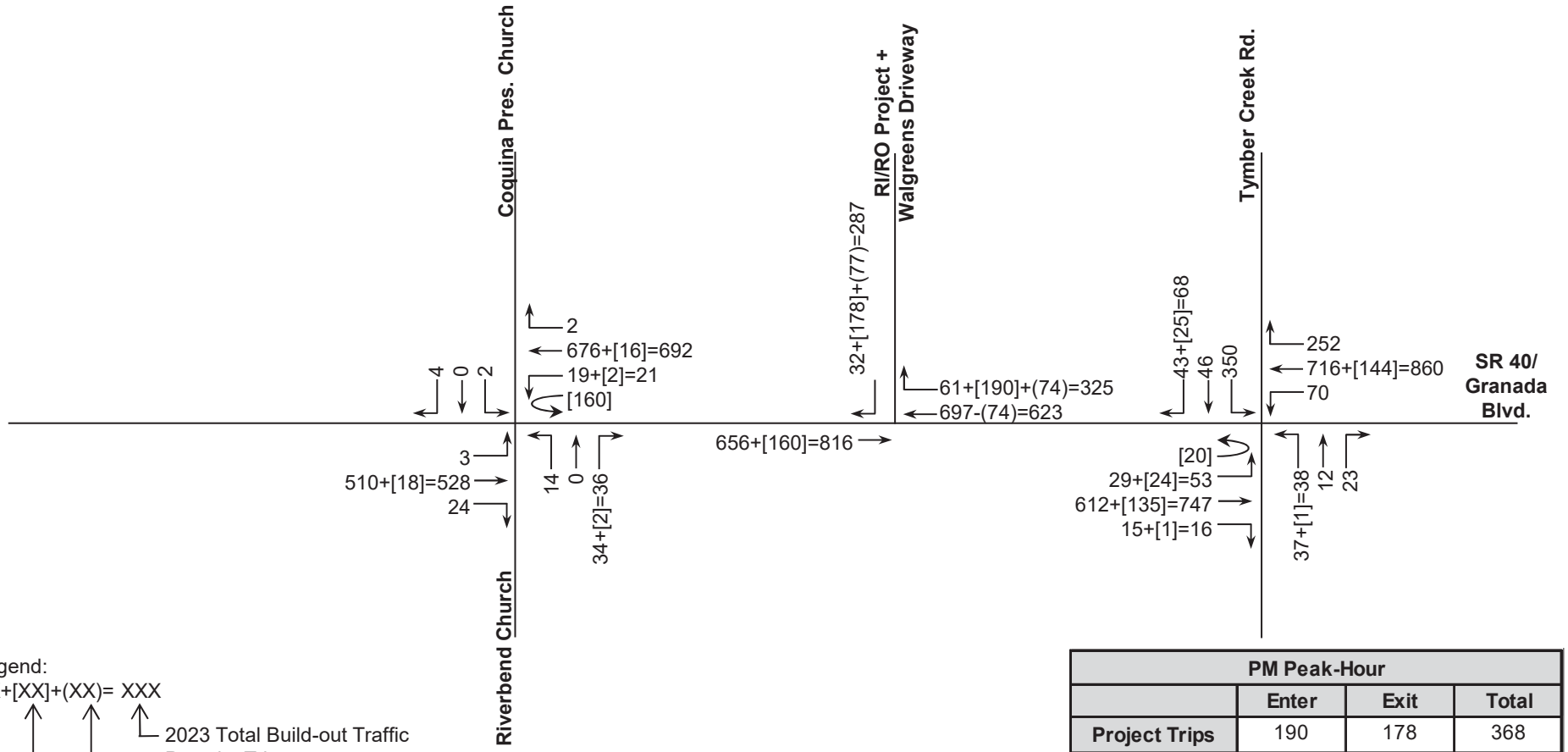
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Legend:
XX+[XX]+(XX)= XXX
- 2023 Total Build-out Traffic
- Pass-by Trips
- Project Trips
- 2023 Background Traffic

PM Peak-Hour			
	Enter	Exit	Total
Project Trips	190	178	368
Pass-by	74	77	151
Total	264	255	519

Tymber Creek Apartments

N

NTS

2023 P.M. Peak-Hour Build-Out Volumes

Project No.: 5003.03

Figure: 3B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Unsignalized Intersection Analysis – Build-Out

The operating conditions at the unsignalized intersection was analyzed using the Highway Capacity Software, Version 7.9.5 (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections". Table 2 shows the 2023 build-out level of service (LOS) at the study area intersection. The HCS summary sheets are attached as Exhibit C. As indicated in Table 2, the unsignalized intersection is anticipated to operate within the adopted LOS at build-out.

Table 2
2023 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
SR 40 at Coquina Presbyterian Church Dr.	D	SB	14.4	B	SB	19.2	C

Signalized Intersections Analysis – Build-Out

The operating conditions at the signalized intersection was analyzed using *Synchro 10*, which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". Table 3 shows the 2023 build-out LOS and volume to capacity ratios (v/c) at the signalized intersection. The Synchro summary sheets are provided in Exhibit D. As indicated in Table 3, the signalized intersection is anticipated to operate within the adopted LOS at build-out.

Table 3
2023 Build-Out A.M. and P.M. Peak-Hour LOS – Signalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	42.7	D	No	35.5	D	No

SITE ACCESS & QUEUE LENGTH ANALYSIS

SR 40 adjacent to the proposed development driveway is a four-lane divided urban arterial with a posted speed limit of 50 miles per hour (mph).

Under existing conditions, a westbound left-turn lane is provided at SR 40 at Coquina Presbyterian Church Driveway and an eastbound left-turn lane is in place at SR 40 at Tymber Creek Road. These existing turn lanes were evaluated against the anticipated build-out queue demand based on the 95th percentile queues obtained from the p.m. peak-hour intersection analyses. It should be noted that the HCS signalized intersection results for the a.m. peak-hour reflect timings that have been optimized within the 160 second cycle length currently in use.

The queue length needs, and provisions are summarized in Table 4 below. As indicated in Table 4 , the storage provided under existing conditions is adequate to serve projected future demand at SR 40 at Coquina Presbyterian Church Drive and deficient by approximately five ft. at SR 40 at Tymber Creek Road. Therefore, it is recommended that the eastbound let-turn lane at SR 40/Tymber Creek Road be extended by 25 ft. (one standard vehicle length).

Table 4
Turn Lane Length
Tymber Creek Apartments

Intersection	Turn Lane	95th Percentile Queue Length (ft.)	No. of Vehicles	Storage Needed (ft.)	Required Deceleration (ft.)*	Total Turn-Lane Length Needed	Total Turn-Lane Length Provided (ft.)*	Lane Length Deficiency (ft.)
SR 40/Coquina Presbyterian Church Dr.	WB left	50	2	50	350	400	790	0
SR 40/Tymber Creek Road	EB left	141	6	150	350	500	495	5

**Includes 50-ft. taper*

CONCLUSION

The intent of this traffic assessment is to evaluate the adequacy of existing turn-lane lengths at SR 40 at Coquina Presbyterian Church Driveway to the west and the intersection of SR 40/Tymber Creek Road to the east where project trips will make U-turn maneuvers. The results of these analyses are summarized below:

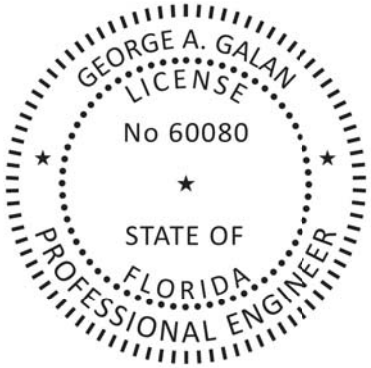
- Under build-out conditions, the unsignalized intersection of SR 40 at Coquina Presbyterian Church Driveway will continue to operate with the adopted LOS.
- Under build-out conditions, the signalized intersection of SR 40 at Tymber Creek Road will continue to operate within the adopted LOS.
- The build-out intersection analyses results indicate a 95th percentile queue demand of two vehicles for the westbound left-turn lane at SR 40/Coquina Presbyterian Church Driveway and six vehicles for the eastbound left-turn lane at SR 40/Tymber Creek Road. The storage provided under existing conditions is adequate to serve projected future demand at SR 40 at Coquina Presbyterian Church Drive and deficient by approximately five ft. at SR 40 at Tymber Creek Road. Therefore, it is recommended that the eastbound let-turn lane at SR 40/Tymber Creek Road be extended by 25 ft. (one standard vehicle length).

Attachments:

Exhibit A- Preliminary Site Plan
Exhibit B- Existing Turning Movement Counts
Exhibit C- Unsignalized Intersection HCS Printouts – Build-out Conditions
Exhibit D- Signalized Intersection Synchro Worksheets – Build-out Conditions

---

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.



Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Registration Number 9227
386/257-2571

EXHIBIT A

Site Plan

20 10 0 20 40
GRAPHIC SCALE
1"=20'

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 24" WHITE STOP BAR
3. WHITE DIRECTIONAL ARROW
4. STANDARD CROSSWALK
5. 6" WHITE SKIP LINE (2' - 4')
6. 18" WHITE LINE @ 45° SPACED 20' ON CENTER
7. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
8. 6" SOLID DOUBLE YELLOW LINE
9. WHITE DIRECTIONAL ARROW, WHITE HELMETED BICYCLIST SYMBOL PER FDOT INDEX No. 711-002

SEE SHEET No. 45 FOR FDOT INDEX No. 711-001

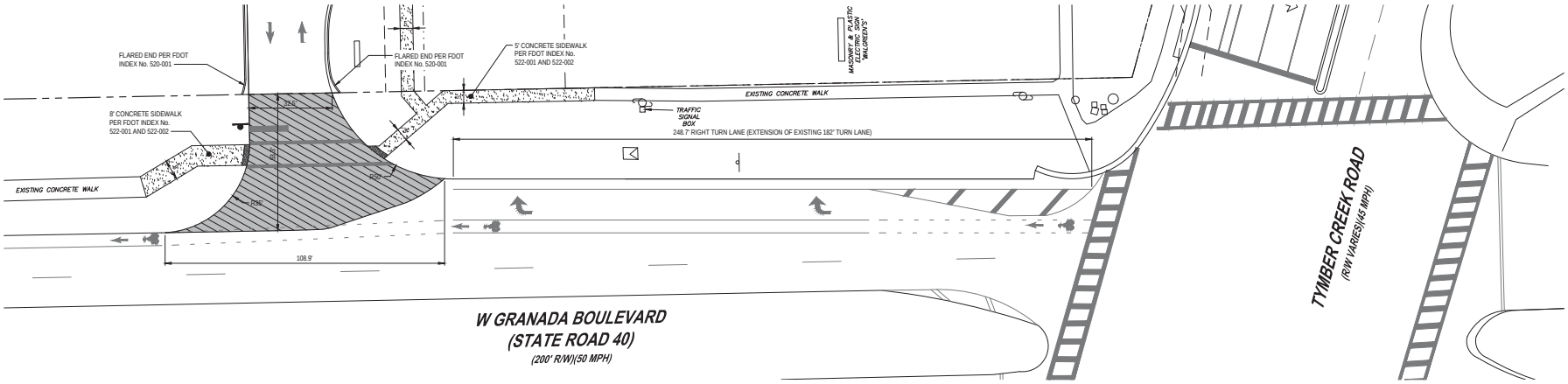
NOTE:
1. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITH PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 706-001.
2. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX No. 711-001.

FDOT GENERAL NOTES:

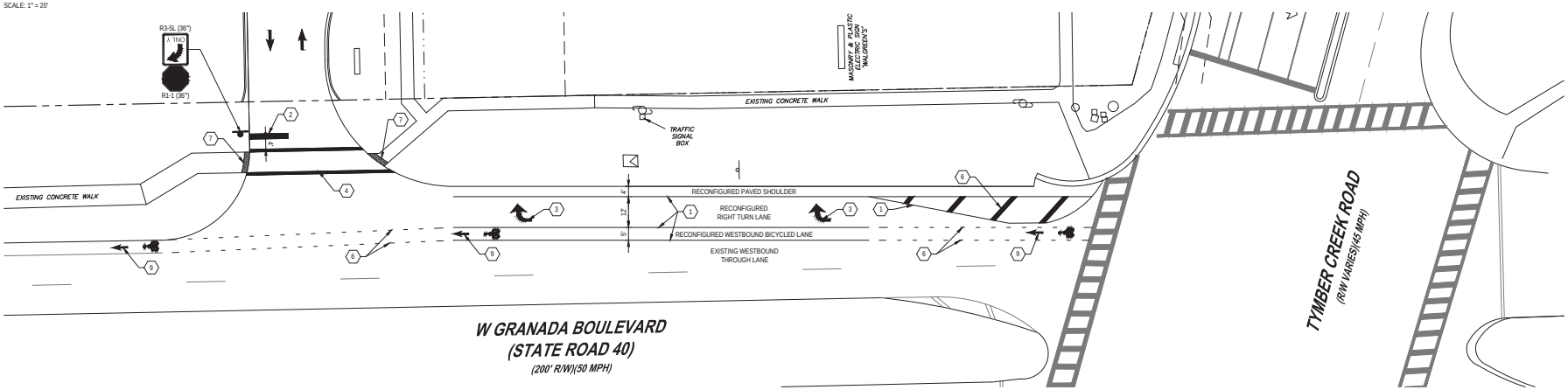
1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2019-20.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
7. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FDOT R/W SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FDOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX No. 711-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
19. THERE SHALL BE NO SR 44 LANE CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.

PAVING LEGEND (STATE ROAD 40)

S.R. 40 ASPHALT PAVEMENT (TURN LANE) (SN = X.XX)	3/4" FC-5 OPEN GRADED FRICTION COURSE 2" SP-12.5 TL-C ASPHALT (FDOT SPECS) 8" RECYCLED CONCRETE AGGREGATE, LBR 150 12" STABILIZED SUB-GRADE (LBR-40) (SEE DETAIL, SHEET XX)
S.R. 40 STABILIZED SHOULDER	12" STABILIZED SUB-GRADE (LBR-40)
CONCRETE SIDEWALK	CONCRETE SIDEWALK PER FDOT INDEX No. 522-001
SOD	BAHIA SOD (SEE DETAIL, SHEET No. X)



S.R. 40 LAYOUT AND PAVEMENT PLAN
SCALE: 1" = 20'



S.R. 40 GEOMETRY, STRIPING AND SIGNAGE PLAN
SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
6/9/20	CITY COMMENTS
9/17/20	COUNTY COMMENTS
11/18/20	COUNTY COMMENTS
12/14/20	COUNTY COMMENTS
3/3/21	CITY COMMENTS

1230 North I-10, Suite 3
Ormond Beach, FL 32174
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C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

S.R. 40 RIGHT TURN LANE
RIGHT-OF-WAY IMPROVEMENTS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	JUNE 2020
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER
13.1

EXHIBIT B

Existing Turning Movement Counts

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 1

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
07:00 AM	78	9	10	0	97	9	55	72	0	136	2	5	7	0	14	6	114	1	0	121	368
07:15 AM	101	10	9	0	120	15	63	83	0	161	2	2	5	0	9	5	137	4	0	146	436
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
Total	458	37	47	0	542	58	261	367	0	686	11	10	24	0	45	27	529	13	0	569	1842
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
08:30 AM	107	7	13	0	127	18	80	69	0	167	4	4	7	0	15	7	111	2	0	120	429
08:45 AM	112	9	11	0	132	10	66	56	0	132	6	3	6	0	15	7	101	3	0	111	390
Total	468	34	55	0	557	51	323	308	0	682	15	13	22	0	50	26	473	15	0	514	1803
04:00 PM	45	6	10	0	61	11	145	73	0	229	7	3	10	0	20	10	119	3	0	132	442
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
Total	267	30	39	0	336	61	590	242	0	893	30	8	25	0	63	29	513	14	0	556	1848
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
05:15 PM	63	13	9	0	85	16	156	83	0	255	4	2	8	0	14	5	111	4	0	120	474
05:30 PM	58	10	10	0	78	18	146	80	0	244	8	2	6	0	16	6	117	3	0	126	464
05:45 PM	46	9	8	0	63	16	138	86	0	240	9	1	4	0	14	6	88	2	0	96	413
Total	245	47	35	0	327	60	608	296	0	964	30	10	23	0	63	23	446	11	0	480	1834
Grand Total	1438	148	176	0	1762	230	1782	1213	0	3225	86	41	94	0	221	105	1961	53	0	2119	7327
Apprch %	81.6	8.4	10	0		7.1	55.3	37.6	0		38.9	18.6	42.5	0		5	92.5	2.5	0		
Total %	19.6	2	2.4	0	24	3.1	24.3	16.6	0	44	1.2	0.6	1.3	0	3	1.4	26.8	0.7	0	28.9	

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 2

Groups Printed- Automobiles - Commercial

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
Automobiles	1422	141	164	0	1727	223	1743	1167	0	3133	74	34	81	0	189	91	1917	44	0	2052	7101
% Automobiles	98.9	95.3	93.2	0	98	97	97.8	96.2	0	97.1	86	82.9	86.2	0	85.5	86.7	97.8	83	0	96.8	96.9
Commercial	16	7	12	0	35	7	39	46	0	92	12	7	13	0	32	14	44	9	0	67	226
% Commercial	1.1	4.7	6.8	0	2	3	2.2	3.8	0	2.9	14	17.1	13.8	0	14.5	13.3	2.2	17	0	3.2	3.1

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

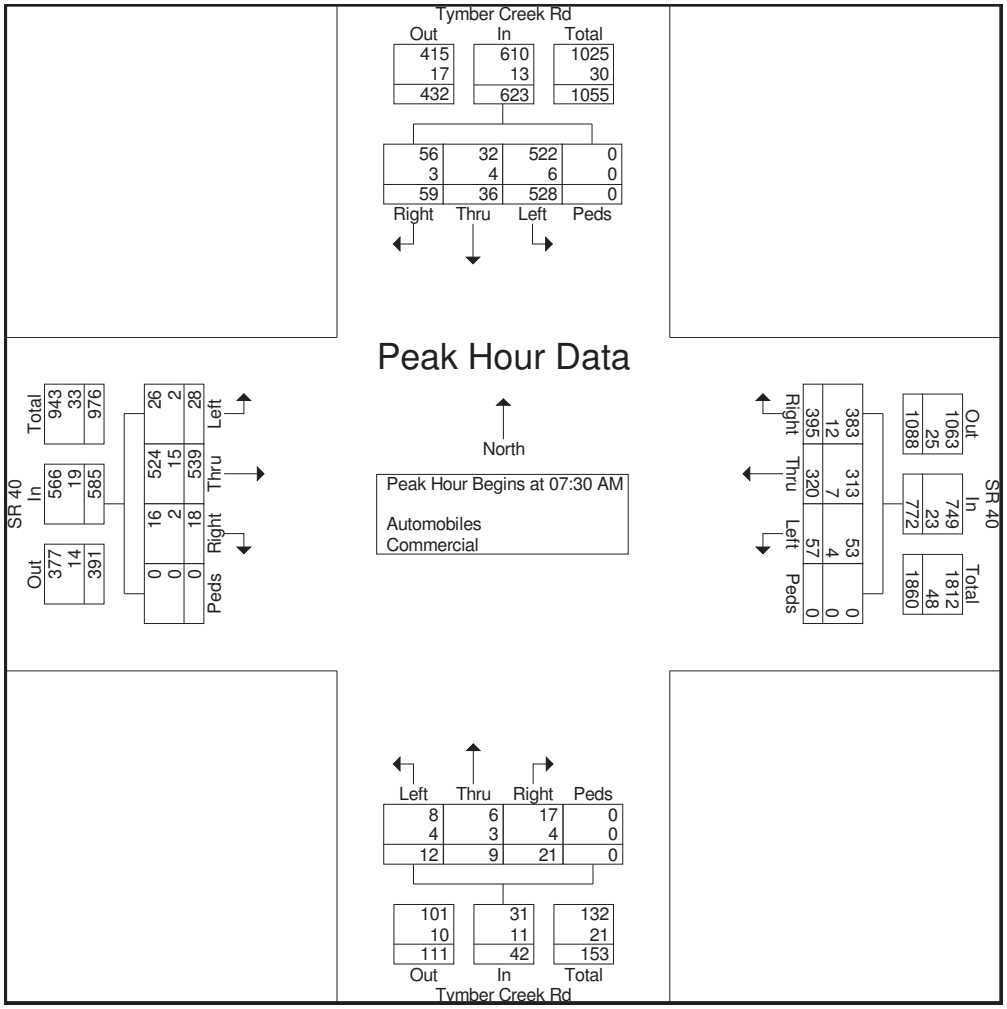
File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 3

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:30 AM																					
07:30 AM	144	8	11	0	163	16	77	104	0	197	4	1	7	0	12	10	158	5	0	173	545
07:45 AM	135	10	17	0	162	18	66	108	0	192	3	2	5	0	10	6	120	3	0	129	493
08:00 AM	126	9	17	0	152	12	80	100	0	192	2	3	2	0	7	4	140	4	0	148	499
08:15 AM	123	9	14	0	146	11	97	83	0	191	3	3	7	0	13	8	121	6	0	135	485
Total Volume	528	36	59	0	623	57	320	395	0	772	12	9	21	0	42	28	539	18	0	585	2022
% App. Total	84.8	5.8	9.5	0		7.4	41.5	51.2	0		28.6	21.4	50	0		4.8	92.1	3.1	0		
PHF	.917	.900	.868	.000	.956	.792	.825	.914	.000	.980	.750	.750	.750	.000	.808	.700	.853	.750	.000	.845	.928
Automobiles	522	32	56	0	610	53	313	383	0	749	8	6	17	0	31	26	524	16	0	566	1956
% Automobiles	98.9	88.9	94.9	0	97.9	93.0	97.8	97.0	0	97.0	66.7	66.7	81.0	0	73.8	92.9	97.2	88.9	0	96.8	96.7
Commercial	6	4	3	0	13	4	7	12	0	23	4	3	4	0	11	2	15	2	0	19	66
% Commercial	1.1	11.1	5.1	0	2.1	7.0	2.2	3.0	0	3.0	33.3	33.3	19.0	0	26.2	7.1	2.8	11.1	0	3.2	3.3

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 4



DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

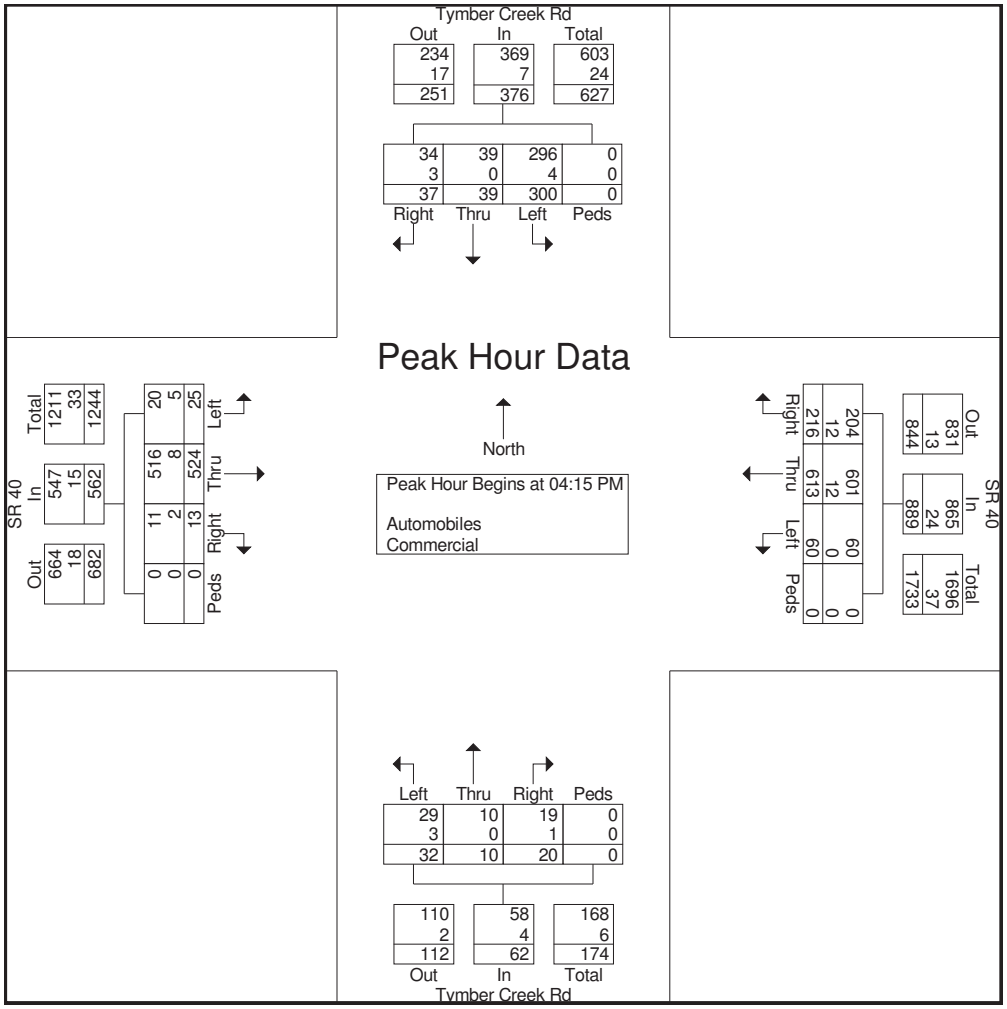
File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 5

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	64	4	11	0	79	16	165	67	0	248	4	1	4	0	9	5	134	4	0	143	479
04:30 PM	76	9	9	0	94	18	126	46	0	190	9	1	6	0	16	6	152	4	0	162	462
04:45 PM	82	11	9	0	102	16	154	56	0	226	10	3	5	0	18	8	108	3	0	119	465
05:00 PM	78	15	8	0	101	10	168	47	0	225	9	5	5	0	19	6	130	2	0	138	483
Total Volume	300	39	37	0	376	60	613	216	0	889	32	10	20	0	62	25	524	13	0	562	1889
% App. Total	79.8	10.4	9.8	0		6.7	69	24.3	0		51.6	16.1	32.3	0		4.4	93.2	2.3	0		
PHF	.915	.650	.841	.000	.922	.833	.912	.806	.000	.896	.800	.500	.833	.000	.816	.781	.862	.813	.000	.867	.978
Automobiles	296	39	34	0	369	60	601	204	0	865	29	10	19	0	58	20	516	11	0	547	1839
% Automobiles	98.7	100	91.9	0	98.1	100	98.0	94.4	0	97.3	90.6	100	95.0	0	93.5	80.0	98.5	84.6	0	97.3	97.4
Commercial	4	0	3	0	7	0	12	12	0	24	3	0	1	0	4	5	8	2	0	15	50
% Commercial	1.3	0	8.1	0	1.9	0	2.0	5.6	0	2.7	9.4	0	5.0	0	6.5	20.0	1.5	15.4	0	2.7	2.6

DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 tymber at sr 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 6



DE TRAFFIC

http:de-traffic.com
Tymber Creek Rd at SR 40
Volusia County, FL

File Name : 02 Tymber at SR 40
Site Code : 00000002
Start Date : 9/12/2019
Page No : 7

Groups Printed- Peds

	Tymber Creek Rd Southbound					SR 40 Westbound					Tymber Creek Rd Northbound					SR 40 Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
08:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	1
04:45 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2
05:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
05:15 PM	0	0	0	1	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	3
05:30 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
05:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Total	0	0	0	1	1	0	0	0	2	2	0	0	0	0	0	0	0	0	3	3	6
Grand Total	0	0	0	2	2	0	0	0	3	3	0	0	0	1	1	0	0	0	3	3	9
Apprch %	0	0	0	100		0	0	0	100		0	0	0	100		0	0	0	100		
Total %	0	0	0	22.2	22.2	0	0	0	33.3	33.3	0	0	0	11.1	11.1	0	0	0	33.3	33.3	

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 1

Groups Printed- Automobiles - Commercial

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	0	0	0	0	2	59	0	61	0	0	1	1	0	142	4	146	208
07:15 AM	0	0	0	0	1	55	0	56	0	0	3	3	0	158	9	167	226
07:30 AM	0	0	1	1	5	69	0	74	0	0	5	5	0	149	9	158	238
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
Total	0	0	1	1	15	264	0	279	1	0	17	18	1	619	33	653	951
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
08:45 AM	0	0	0	0	2	83	0	85	0	0	10	10	3	125	2	130	225
Total	1	0	2	3	18	339	0	357	2	0	37	39	6	586	15	607	1006
04:00 PM	0	0	0	0	2	140	1	143	3	0	9	12	0	139	3	142	297
04:15 PM	0	0	0	0	3	145	0	148	2	0	9	11	1	132	2	135	294
04:30 PM	0	0	0	0	4	138	0	142	2	0	8	10	1	144	1	146	298
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
Total	1	0	2	3	15	592	1	608	10	0	33	43	2	558	8	568	1222
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
05:45 PM	0	0	0	0	2	144	0	146	2	0	8	10	0	100	3	103	259
Total	1	0	2	3	14	625	2	641	12	0	34	46	3	447	24	474	1164
Grand Total	3	0	7	10	62	1820	3	1885	25	0	121	146	12	2210	80	2302	4343
Apprch %	30	0	70		3.3	96.6	0.2		17.1	0	82.9		0.5	96	3.5		
Total %	0.1	0	0.2	0.2	1.4	41.9	0.1	43.4	0.6	0	2.8	3.4	0.3	50.9	1.8	53	
Automobiles	3	0	7	10	58	1730	3	1791	24	0	117	141	11	2106	74	2191	4133
% Automobiles	100	0	100	100	93.5	95.1	100	95	96	0	96.7	96.6	91.7	95.3	92.5	95.2	95.2
Commercial	0	0	0	0	4	90	0	94	1	0	4	5	1	104	6	111	210
% Commercial	0	0	0	0	6.5	4.9	0	5	4	0	3.3	3.4	8.3	4.7	7.5	4.8	4.8

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

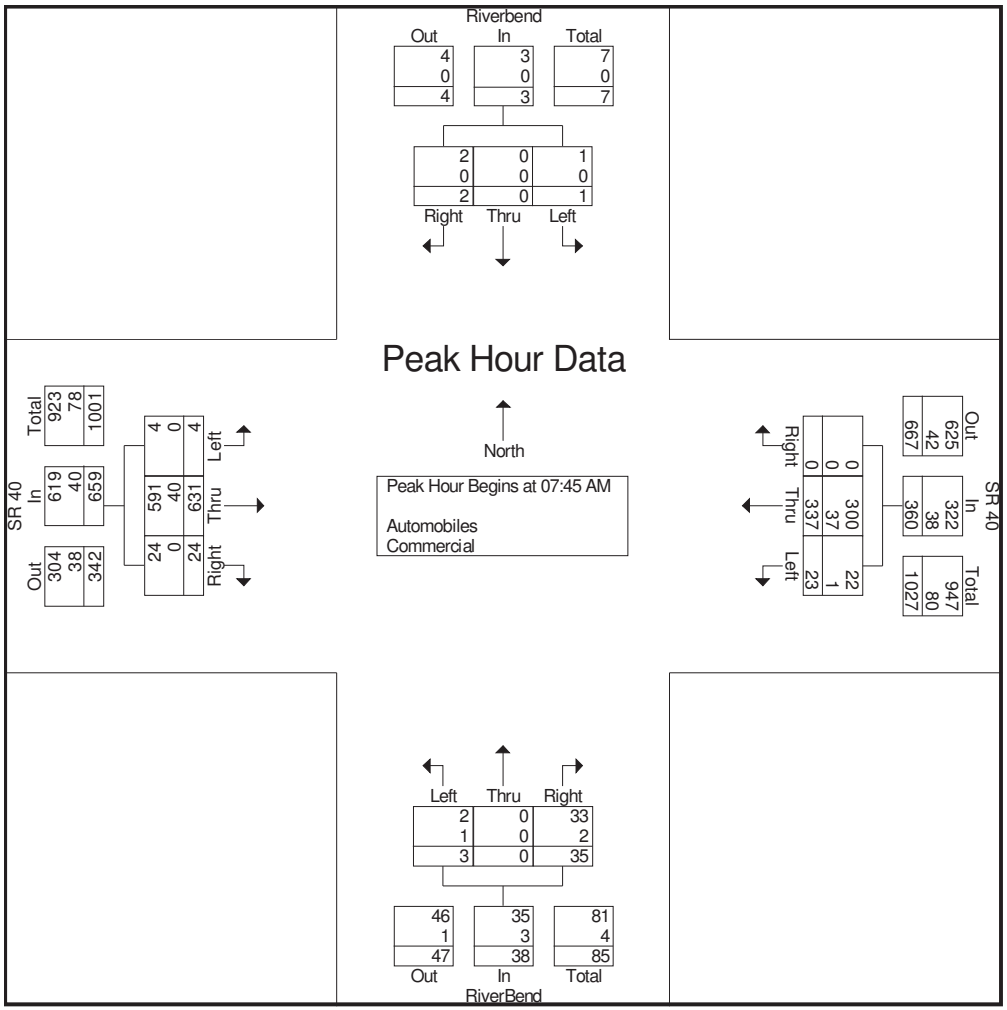
File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 2

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	0	0	0	0	7	81	0	88	1	0	8	9	1	170	11	182	279
08:00 AM	1	0	0	1	6	82	0	88	0	0	10	10	0	155	6	161	260
08:15 AM	0	0	2	2	7	85	0	92	1	0	7	8	1	164	3	168	270
08:30 AM	0	0	0	0	3	89	0	92	1	0	10	11	2	142	4	148	251
Total Volume	1	0	2	3	23	337	0	360	3	0	35	38	4	631	24	659	1060
% App. Total	33.3	0	66.7		6.4	93.6	0		7.9	0	92.1		0.6	95.8	3.6		
PHF	.250	.000	.250	.375	.821	.947	.000	.978	.750	.000	.875	.864	.500	.928	.545	.905	.950
Automobiles	1	0	2	3	22	300	0	322	2	0	33	35	4	591	24	619	979
% Automobiles	100	0	100	100	95.7	89.0	0	89.4	66.7	0	94.3	92.1	100	93.7	100	93.9	92.4
Commercial	0	0	0	0	1	37	0	38	1	0	2	3	0	40	0	40	81
% Commercial	0	0	0	0	4.3	11.0	0	10.6	33.3	0	5.7	7.9	0	6.3	0	6.1	7.6

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 3



DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 4

	Riverbend Southbound				SR 40 Westbound				RiverBend Northbound				SR 40 Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:45 PM																	
04:45 PM	1	0	2	3	6	169	0	175	3	0	7	10	0	143	2	145	333
05:00 PM	0	0	1	1	5	147	1	153	4	0	9	13	0	133	6	139	306
05:15 PM	1	0	0	1	4	160	0	164	5	0	9	14	1	111	5	117	296
05:30 PM	0	0	1	1	3	174	1	178	1	0	8	9	2	103	10	115	303
Total Volume	2	0	4	6	18	650	2	670	13	0	33	46	3	490	23	516	1238
% App. Total	33.3	0	66.7		2.7	97	0.3		28.3	0	71.7		0.6	95	4.5		
PHF	.500	.000	.500	.500	.750	.934	.500	.941	.650	.000	.917	.821	.375	.857	.575	.890	.929
Automobiles	2	0	4	6	18	636	2	656	13	0	31	44	2	470	21	493	1199
% Automobiles	100	0	100	100	100	97.8	100	97.9	100	0	93.9	95.7	66.7	95.9	91.3	95.5	96.8
Commercial	0	0	0	0	0	14	0	14	0	0	2	2	1	20	2	23	39
% Commercial	0	0	0	0	0	2.2	0	2.1	0	0	6.1	4.3	33.3	4.1	8.7	4.5	3.2

DE TRAFFIC

386-341-4186
Riverbend at SR 40
Volusia County, FL

File Name : Riverbend at 40
Site Code : 00000001
Start Date : 2/23/2020
Page No : 5

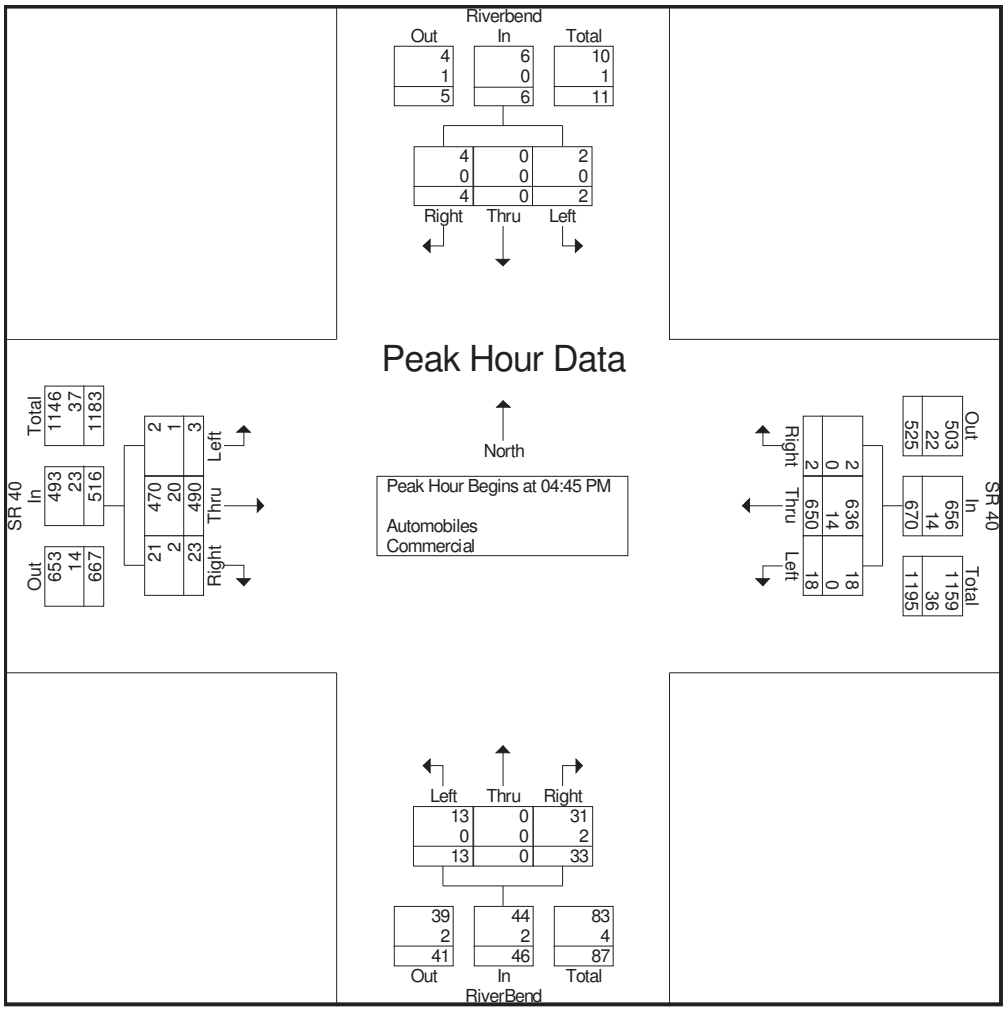


EXHIBIT C

Unsignalized Intersection HCS Print-Outs – 2023 Build-Out

HCS7 Two-Way Stop-Control Report

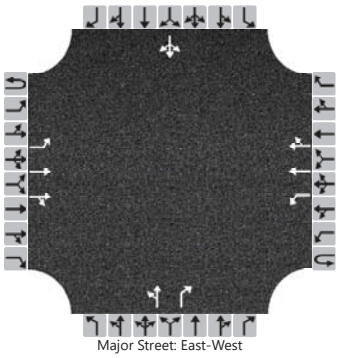
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	5/8/2021
Analysis Year	2023
Time Analyzed	AM BO 1
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Med Opening
Peak Hour Factor	0.95
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	4	670	25	137	26	364	0		3	0	37		1	0	2
Percent Heavy Vehicles (%)	2	2			2	4				33	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.14			6.44	4.18				8.16	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.22			2.52	2.24				3.83	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				172				3		39			3	
Capacity, c (veh/h)		1172				499				167		620			390	
v/c Ratio		0.00				0.34				0.02		0.06			0.01	
95% Queue Length, Q_{95} (veh)		0.0				1.5				0.1		0.2			0.0	
Control Delay (s/veh)		8.1				16.0				27.0		11.2			14.3	
Level of Service (LOS)		A				C				D		B			B	
Approach Delay (s/veh)	0.0				4.9				12.4				14.3			
Approach LOS									B				B			

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HCS7 Two-Way Stop-Control Report

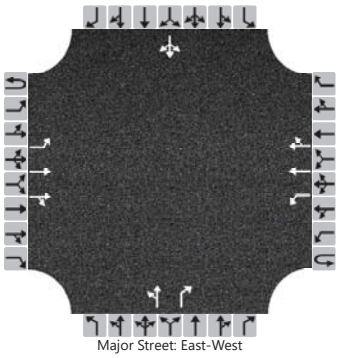
General Information

Analyst	KAF
Agency/Co.	LTG
Date Performed	5/8/2021
Analysis Year	2023
Time Analyzed	PM BO 1
Intersection Orientation	East-West
Project Description	5003 TCR Apts

Site Information

Intersection	Church Med Open on SR 40
Jurisdiction	Volusia
East/West Street	SR 40
North/South Street	Church Median Opening
Peak Hour Factor	0.93
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	1	2	0		0	1	1		0	1	0
Configuration		L	T	TR		L	T	TR		LT		R			LTR	
Volume (veh/h)	0	3	528	24	160	21	692	2		14	0	36		2	0	4
Percent Heavy Vehicles (%)	2	33			2	2				2	2	6		2	2	2
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized										No						
Median Type | Storage		Left + Thru								1						

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5	6.5	6.9		7.5	6.5	6.9
Critical Headway (sec)		4.76			6.44	4.14				7.54	6.54	7.02		7.54	6.54	6.94
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.53			2.52	2.22				3.52	4.02	3.36		3.52	4.02	3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		3				195				15		39			6	
Capacity, c (veh/h)		682				599				176		688			261	
v/c Ratio		0.00				0.33				0.09		0.06			0.02	
95% Queue Length, Q_{95} (veh)		0.0				1.4				0.3		0.2			0.1	
Control Delay (s/veh)		10.3				13.9				27.3		10.5			19.1	
Level of Service (LOS)		B				B				D		B			C	
Approach Delay (s/veh)		0.1				2.9				15.2				19.1		
Approach LOS										C				C		

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EXHIBIT D

Signalized Intersection HCS Print-Outs – 2023 Build-Out

Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	15	53	745	22	67	487	461	14	11	25	617	42
Future Volume (vph)	15	53	745	22	67	487	461	14	11	25	617	42
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Lane Util. Factor	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00
Frt			0.996				0.850		0.896			
Flt Protected		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1704	3483	0	1687	3539	1568	1357	1381	0	3433	1712
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1704	3483	0	1687	3539	1568	1357	1381	0	3433	1712
Right Turn on Red				Yes			Yes			Yes		
Satd. Flow (RTOR)			2				496		27			
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2834			1067			2648
Travel Time (s)			18.4			38.6			24.3			40.1
Peak Hour Factor	0.95	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93	0.93
Heavy Vehicles (%)	2%	7%	3%	11%	7%	2%	3%	33%	33%	19%	2%	11%
Adj. Flow (vph)	16	57	801	24	72	524	496	15	12	27	663	45
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	73	825	0	72	524	496	15	39	0	663	45
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	R NA	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left
Median Width(ft)			36			36			24			36
Link Offset(ft)			0			0			0			0
Crosswalk Width(ft)			16			16			16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	9	15		9	15		9	15		9	15	
Number of Detectors	1	1	2		1	2	1	1	2		1	2
Detector Template	Left	Left	Thru		Left	Thru	Right	Left	Thru		Left	Thru
Leading Detector (ft)	20	20	100		20	100	20	20	100		20	100
Trailing Detector (ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Position(ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Size(ft)	20	20	6		20	6	20	20	6		20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 2 Position(ft)			94			94			94			94
Detector 2 Size(ft)			6			6			6			6
Detector 2 Type			Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)			0.0			0.0			0.0			0.0
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	89
Future Volume (vph)	89
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	0.850
Flt Protected	
Satd. Flow (prot)	1538
Flt Permitted	
Satd. Flow (perm)	1538
Right Turn on Red	Yes
Satd. Flow (RTOR)	155
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.93
Heavy Vehicles (%)	5%
Adj. Flow (vph)	96
Shared Lane Traffic (%)	
Lane Group Flow (vph)	96
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	1
Detector Template	Right
Leading Detector (ft)	20
Trailing Detector (ft)	0
Detector 1 Position(ft)	0
Detector 1 Size(ft)	20
Detector 1 Type	Cl+Ex
Detector 1 Channel	
Detector 1 Extend (s)	0.0
Detector 1 Queue (s)	0.0
Detector 1 Delay (s)	0.0
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	Perm
Protected Phases	



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		4.9	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.0	47.0	47.0	20.0	20.0		50.0	50.0
Total Split (s)	23.0	23.0	63.0		23.0	63.0	63.0	20.0	20.0		54.0	54.0
Total Split (%)	14.4%	14.4%	39.4%		14.4%	39.4%	39.4%	12.5%	12.5%		33.8%	33.8%
Maximum Green (s)	13.3	13.3	55.8		12.9	55.9	55.9	11.6	11.6		45.4	45.4
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Walk Time (s)			7.0			7.0	7.0					
Flash Dont Walk (s)			29.0			32.0	32.0					
Pedestrian Calls (#/hr)			0			0	0					
Act Effct Green (s)		12.2	68.9		12.1	69.3	69.3	8.7	8.7		38.9	38.9
Actuated g/C Ratio		0.08	0.43		0.08	0.43	0.43	0.05	0.05		0.24	0.24
v/c Ratio		0.56	0.55		0.57	0.34	0.52	0.20	0.39		0.79	0.11
Control Delay		87.7	38.2		83.8	38.4	10.9	77.6	43.9		64.0	45.5
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		87.7	38.2		83.8	38.4	10.9	77.6	43.9		64.0	45.5
LOS		F	D		F	D	B	E	D		E	D
Approach Delay			42.2			28.9			53.2			55.5
Approach LOS			D			C			D			E
90th %ile Green (s)	13.3	13.3	54.9		12.9	55.0	55.0	12.2	12.2		45.7	45.7
90th %ile Term Code	Max	Max	Coord		Max	Coord	Coord	Gap	Gap		Max	Max
70th %ile Green (s)	15.1	15.1	58.1		15.0	58.5	58.5	9.7	9.7		42.9	42.9
70th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
50th %ile Green (s)	13.1	13.1	65.0		13.1	65.5	65.5	8.2	8.2		39.4	39.4
50th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
30th %ile Green (s)	11.2	11.2	71.7		11.2	72.2	72.2	7.0	7.0		35.8	35.8
30th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
10th %ile Green (s)	8.4	8.4	95.0		8.3	95.4	95.4	0.0	0.0		30.8	30.8
10th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Skip	Skip		Gap	Gap
Queue Length 50th (ft)		75	351		75	198	7	15	12		337	37
Queue Length 95th (ft)		133	467		131	317	213	42	53		390	69
Internal Link Dist (ft)			1266			2754			987			2568
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		145	1505		141	1537	961	99	126		975	486
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.50	0.55		0.51	0.34	0.52	0.15	0.31		0.68	0.09

Intersection Summary

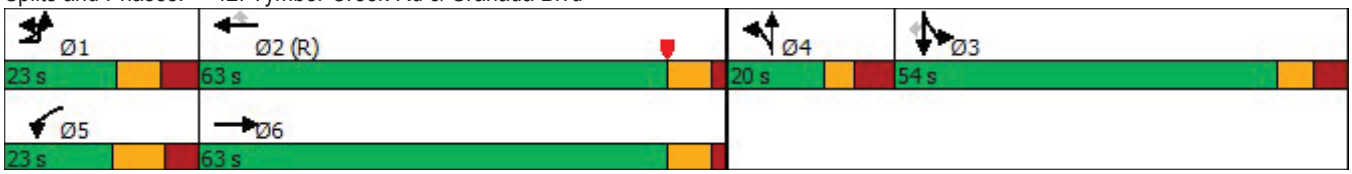


Lane Group	SBR
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	50.0
Total Split (s)	54.0
Total Split (%)	33.8%
Maximum Green (s)	45.4
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Vehicle Extension (s)	4.0
Recall Mode	None
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	38.9
Actuated g/C Ratio	0.24
v/c Ratio	0.20
Control Delay	1.0
Queue Delay	0.0
Total Delay	1.0
LOS	A
Approach Delay	
Approach LOS	
90th %ile Green (s)	45.7
90th %ile Term Code	Max
70th %ile Green (s)	42.9
70th %ile Term Code	Gap
50th %ile Green (s)	39.4
50th %ile Term Code	Gap
30th %ile Green (s)	35.8
30th %ile Term Code	Gap
10th %ile Green (s)	30.8
10th %ile Term Code	Gap
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	548
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.18

Intersection Summary

Area Type:	Other		
Cycle Length: 160			
Actuated Cycle Length: 160			
Offset: 91 (57%), Referenced to phase 2:WBT, Start of Yellow			
Natural Cycle: 135			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.79			
Intersection Signal Delay: 41.1		Intersection LOS: D	
Intersection Capacity Utilization 71.2%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd





Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	20	53	747	16	70	860	252	38	12	23	350	46
Future Volume (vph)	20	53	747	16	70	860	252	38	12	23	350	46
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)		380		0	380		380	185		0	560	
Storage Lanes		1		0	1		1	1		0	2	
Taper Length (ft)		100			60			40			80	
Lane Util. Factor	0.95	1.00	0.95	0.95	1.00	0.95	1.00	1.00	1.00	1.00	0.97	1.00
Frt			0.997				0.850		0.903			
Flt Protected		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1568	3519	0	1770	3539	1524	1656	1651	0	3433	1863
Flt Permitted		0.950			0.950			0.950			0.950	
Satd. Flow (perm)	0	1568	3519	0	1770	3539	1524	1656	1651	0	3433	1863
Right Turn on Red				Yes			Yes			Yes		
Satd. Flow (RTOR)			2				265		24			
Link Speed (mph)			50			50			30			45
Link Distance (ft)			1346			2834			1067			2648
Travel Time (s)			18.4			38.6			24.3			40.1
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles (%)	2%	20%	2%	15%	2%	2%	6%	9%	2%	5%	2%	2%
Adj. Flow (vph)	21	56	786	17	74	905	265	40	13	24	368	48
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	77	803	0	74	905	265	40	37	0	368	48
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	R NA	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left
Median Width(ft)			36			36			24			36
Link Offset(ft)			0			0			0			0
Crosswalk Width(ft)			16			16			16			16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	9	15		9	15		9	15		9	15	
Number of Detectors	1	1	2		1	2	1	1	2		1	2
Detector Template	Left	Left	Thru		Left	Thru	Right	Left	Thru		Left	Thru
Leading Detector (ft)	20	20	100		20	100	20	20	100		20	100
Trailing Detector (ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Position(ft)	0	0	0		0	0	0	0	0		0	0
Detector 1 Size(ft)	20	20	6		20	6	20	20	6		20	6
Detector 1 Type	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Queue (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 1 Delay (s)	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Detector 2 Position(ft)			94			94			94			94
Detector 2 Size(ft)			6			6			6			6
Detector 2 Type			Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex
Detector 2 Channel												
Detector 2 Extend (s)			0.0			0.0			0.0			0.0
Turn Type	Prot	Prot	NA		Prot	NA	Perm	Split	NA		Split	NA
Protected Phases	1	1	6		5	2		4	4		3	3



Lane Group	SBR
Lane Configurations	
Traffic Volume (vph)	68
Future Volume (vph)	68
Ideal Flow (vphpl)	1900
Storage Length (ft)	0
Storage Lanes	1
Taper Length (ft)	
Lane Util. Factor	1.00
Frt	0.850
Flt Protected	
Satd. Flow (prot)	1495
Flt Permitted	
Satd. Flow (perm)	1495
Right Turn on Red	Yes
Satd. Flow (RTOR)	143
Link Speed (mph)	
Link Distance (ft)	
Travel Time (s)	
Peak Hour Factor	0.95
Heavy Vehicles (%)	8%
Adj. Flow (vph)	72
Shared Lane Traffic (%)	
Lane Group Flow (vph)	72
Enter Blocked Intersection	No
Lane Alignment	Right
Median Width(ft)	
Link Offset(ft)	
Crosswalk Width(ft)	
Two way Left Turn Lane	
Headway Factor	1.00
Turning Speed (mph)	9
Number of Detectors	1
Detector Template	Right
Leading Detector (ft)	20
Trailing Detector (ft)	0
Detector 1 Position(ft)	0
Detector 1 Size(ft)	20
Detector 1 Type	Cl+Ex
Detector 1 Channel	
Detector 1 Extend (s)	0.0
Detector 1 Queue (s)	0.0
Detector 1 Delay (s)	0.0
Detector 2 Position(ft)	
Detector 2 Size(ft)	
Detector 2 Type	
Detector 2 Channel	
Detector 2 Extend (s)	
Turn Type	Perm
Protected Phases	



Lane Group	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Permitted Phases							2					
Detector Phase	1	1	6		5	2	2	4	4		3	3
Switch Phase												
Minimum Initial (s)	5.0	5.0	16.0		4.9	16.0	16.0	6.0	6.0		6.0	6.0
Minimum Split (s)	15.0	15.0	44.0		15.0	47.0	47.0	20.0	20.0		45.0	45.0
Total Split (s)	18.0	18.0	85.0		20.0	87.0	87.0	20.0	20.0		45.0	45.0
Total Split (%)	10.6%	10.6%	50.0%		11.8%	51.2%	51.2%	11.8%	11.8%		26.5%	26.5%
Maximum Green (s)	8.3	8.3	77.8		9.9	79.9	79.9	11.6	11.6		36.4	36.4
Yellow Time (s)	5.2	5.2	5.2		6.1	5.1	5.1	3.7	3.7		4.4	4.4
All-Red Time (s)	4.5	4.5	2.0		4.0	2.0	2.0	4.7	4.7		4.2	4.2
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)		9.7	7.2		10.1	7.1	7.1	8.4	8.4		8.6	8.6
Lead/Lag	Lead	Lead	Lag		Lead	Lag	Lag	Lead	Lead		Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes		Yes	Yes	Yes	Yes	Yes		Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0
Recall Mode	None	None	Min		None	C-Min	C-Min	None	None		None	None
Walk Time (s)			7.0			7.0	7.0					
Flash Dont Walk (s)			29.0			32.0	32.0					
Pedestrian Calls (#/hr)			0			0	0					
Act Effct Green (s)		17.4	89.4		13.8	86.2	86.2	10.5	10.5		25.1	25.1
Actuated g/C Ratio		0.10	0.53		0.08	0.51	0.51	0.06	0.06		0.15	0.15
v/c Ratio		0.48	0.43		0.52	0.50	0.29	0.39	0.30		0.73	0.17
Control Delay		82.0	28.0		77.2	24.0	9.6	86.9	42.1		77.5	63.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0
Total Delay		82.0	28.0		77.2	24.0	9.6	86.9	42.1		77.5	63.1
LOS		F	C		E	C	A	F	D		E	E
Approach Delay			32.8			24.1			65.4			64.8
Approach LOS			C			C			E			E
90th %ile Green (s)	20.0	20.0	71.8		18.1	70.4	70.4	14.2	14.2		31.6	31.6
90th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
70th %ile Green (s)	18.2	18.2	80.3		15.9	78.5	78.5	12.0	12.0		27.5	27.5
70th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
50th %ile Green (s)	17.3	17.3	86.0		13.9	83.1	83.1	10.5	10.5		25.3	25.3
50th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
30th %ile Green (s)	16.5	16.5	92.6		11.9	88.5	88.5	9.0	9.0		22.2	22.2
30th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Gap	Gap		Gap	Gap
10th %ile Green (s)	15.2	15.2	116.1		9.1	110.5	110.5	0.0	0.0		18.9	18.9
10th %ile Term Code	Gap	Gap	Coord		Gap	Coord	Coord	Skip	Skip		Gap	Gap
Queue Length 50th (ft)		82	295		75	363	75	44	14		204	47
Queue Length 95th (ft)		141	416		120	495	165	86	55		253	87
Internal Link Dist (ft)			1266			2754			987			2568
Turn Bay Length (ft)		380			380		380	185			560	
Base Capacity (vph)		160	1875		145	1839	919	118	140		735	398
Starvation Cap Reductn		0	0		0	0	0	0	0		0	0
Spillback Cap Reductn		0	0		0	0	0	0	0		0	0
Storage Cap Reductn		0	0		0	0	0	0	0		0	0
Reduced v/c Ratio		0.48	0.43		0.51	0.49	0.29	0.34	0.26		0.50	0.12

Intersection Summary

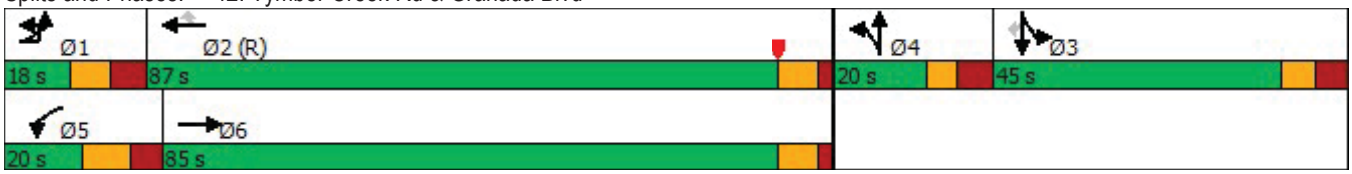


Lane Group	SBR
Permitted Phases	3
Detector Phase	3
Switch Phase	
Minimum Initial (s)	6.0
Minimum Split (s)	45.0
Total Split (s)	45.0
Total Split (%)	26.5%
Maximum Green (s)	36.4
Yellow Time (s)	4.4
All-Red Time (s)	4.2
Lost Time Adjust (s)	0.0
Total Lost Time (s)	8.6
Lead/Lag	Lag
Lead-Lag Optimize?	Yes
Vehicle Extension (s)	4.0
Recall Mode	None
Walk Time (s)	
Flash Dont Walk (s)	
Pedestrian Calls (#/hr)	
Act Effct Green (s)	25.1
Actuated g/C Ratio	0.15
v/c Ratio	0.21
Control Delay	1.4
Queue Delay	0.0
Total Delay	1.4
LOS	A
Approach Delay	
Approach LOS	
90th %ile Green (s)	31.6
90th %ile Term Code	Gap
70th %ile Green (s)	27.5
70th %ile Term Code	Gap
50th %ile Green (s)	25.3
50th %ile Term Code	Gap
30th %ile Green (s)	22.2
30th %ile Term Code	Gap
10th %ile Green (s)	18.9
10th %ile Term Code	Gap
Queue Length 50th (ft)	0
Queue Length 95th (ft)	0
Internal Link Dist (ft)	
Turn Bay Length (ft)	
Base Capacity (vph)	432
Starvation Cap Reductn	0
Spillback Cap Reductn	0
Storage Cap Reductn	0
Reduced v/c Ratio	0.17

Intersection Summary

Area Type:	Other		
Cycle Length: 170			
Actuated Cycle Length: 170			
Offset: 62 (36%), Referenced to phase 2:WBT, Start of Yellow			
Natural Cycle: 130			
Control Type: Actuated-Coordinated			
Maximum v/c Ratio: 0.73			
Intersection Signal Delay: 35.5		Intersection LOS: D	
Intersection Capacity Utilization 66.1%		ICU Level of Service C	
Analysis Period (min) 15			

Splits and Phases: 42: Tymber Creek Rd & Granada Blvd



Tymber Creek Apartments
Ormond Beach, Florida

Traffic Impact Analysis

Tellus Partners
By: LTG, Inc.
***Revised* October 2020**

LTG Engineering & Planning

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with LTG, Inc., a corporation authorized to operate as an engineering business, EB 0009227, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Tymber Creek Apartments – Traffic Impact Analysis
LOCATION: Daytona Beach, Florida
CLIENT: Tellus Partners
JOB #: 5003.02

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Prepared by:
LTG, Inc.
1450 W. Granada Blvd, Suite 2
Ormond Beach, FL 32174
Certificate of Authorization 9227
386/257-2571



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

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LTG, INC.
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ORMOND BEACH, FL 32174
REGISTRATION NUMBER 9227
GEORGE A. GALAN, P.E. NO. 60080

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1

INTRODUCTION

LTG, Inc. (LTG) has been retained by Tellus Partners to prepare a Traffic Impact Analysis (TIA) for the proposed development known as Tymber Creek Apartments. The 300-apartment unit development, which is a part of a parent tract that will ultimately include 90,000 square feet (sq. ft.) of commercial use, is located at the northwest quadrant of the Granada Boulevard (SR 40) and Tymber Creek Road intersection in the City of Ormond Beach.

Access is proposed on SR 40 via an existing right-in/right-out driveway at the adjacent Walgreens, and an existing right-in/right-out driveway on Tymber Creek Road with an additional proposed right-out northern driveway on Tymber Creek Road. Build-out of the proposed development is anticipated by 2023. Figure 1 shows the location of the project relative to the surrounding road network. This analysis is being completed as a Parent-Tract analysis. A preliminary site plan is attached in Appendix A.

Study Procedures

Standard engineering and planning procedures were used to determine the impacts of the proposed project. Reference data was obtained from the Florida Department of Transportation (FDOT), the Volusia County Traffic Engineering Department, the City of Ormond Beach Public Works, the Institute of Transportation Engineers (ITE), and the River to Sea Transportation Planning Organization (R2CTPO).

Study Area

The study area includes those roadway segments that provide direct access to the project, are within a 3-mile radius, and/or impacted by the project to within three percent or greater of the peak-hour two-way adopted level of service (LOS) capacity. Major intersections along the significant segments, and roadway segments that have been designated as "critical" or "near critical" within a three-mile travel distance of the site have also been included. The approved methodology identifying the study parameters is attached as Appendix B. The following roadway segments and intersections are included in the analysis:

Roadway Segments:

- SR 40 from Tymber Creek Road to Clyde Morris Boulevard
- Tymber Creek Road from Tymber Run to SR 40
- Williamson Boulevard from Hand Avenue to Strickland Range Road
- Hand Avenue from Clyde Morris Boulevard to Nova Road (Critical)
- SR 40 from I-95 to Clyde Morris Boulevard (Near-Critical)
- Williamson Boulevard from Hand Avenue to Strickland Boulevard (Vested Critical)
- LPGA Boulevard from Tymber Creek Rd. to Clyde Morris Boulevard (Vested Critical)

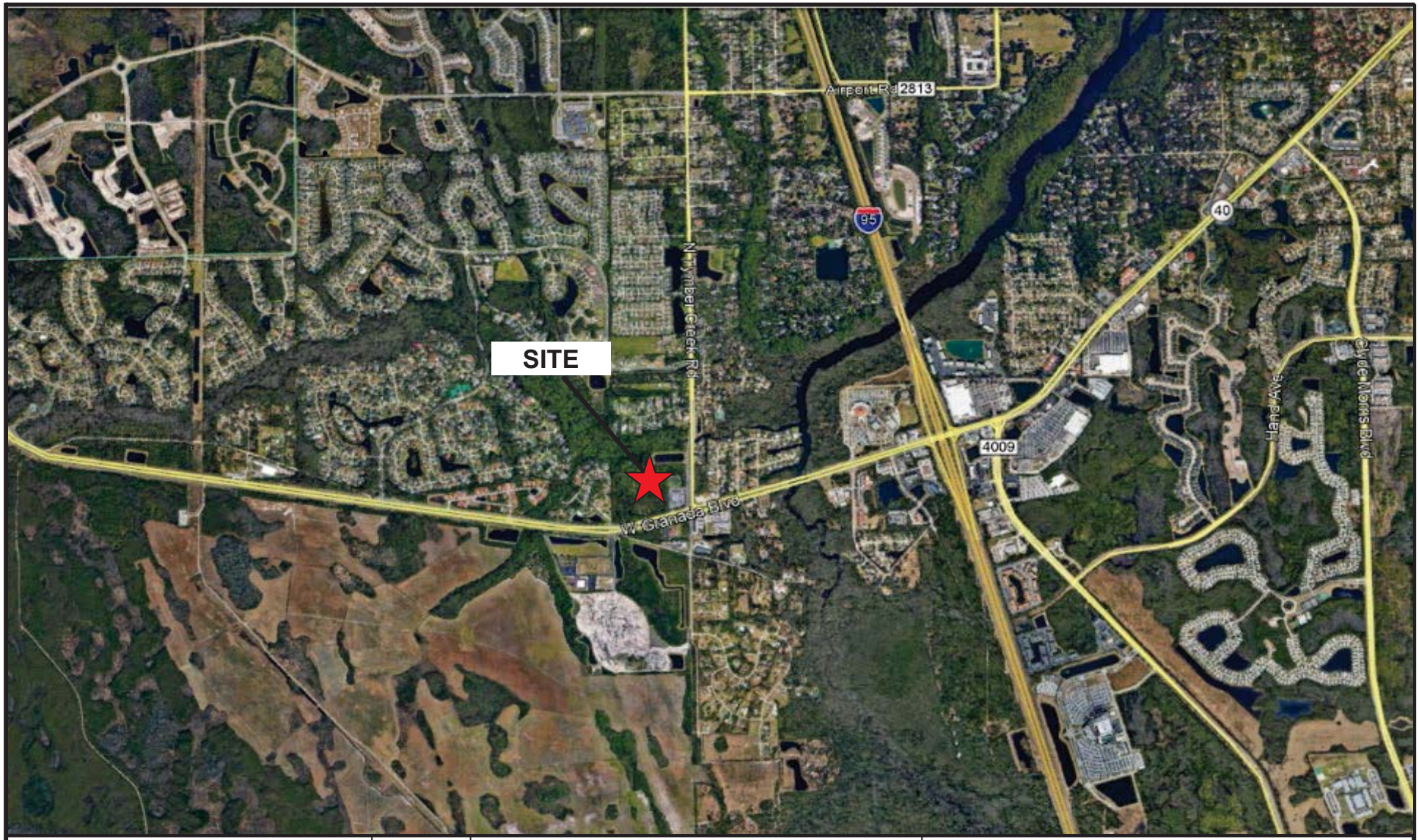
Intersections:

- SR 40 at Tymber Creek Road
- SR 40 at Booth Road
- SR 40 at I-95 Southbound Ramps
- SR 40 at I-95 Northbound Ramps
- SR 40 at Williamson Boulevard
- SR 40 at Clyde Morris Boulevard
- Tymber Creek Road at Project Driveway (Future Conditions)
- SR 40 at Project Driveway (Future Conditions)
- Tymber Creek Road at Tymber Run
- Williamson Boulevard at Hand Avenue
- Williamson Boulevard at Strickland Range Road
- Williamson Boulevard at LPGA Boulevard

Planned Roadway Improvements

Information on programmed or planned roadway improvements in the area of interest were obtained from the FDOT Five-Year Work Program, Volusia County, the River to Sea Transportation Planning Organization (TPO) Long Range Transportation Plan, and previously approved projects. These improvements are considered to be in place by this development's future build-out year of 2023. The planned roadway improvements to be included in the future condition analyses are listed below and are projected to be implemented by 2019:

- Williamson Boulevard widening from Strickland Range Road to LPGA Boulevard (2 to 4 lanes)
    - Please note, the assumption was made that the widening project will taper from 4 lanes to 2 lanes south of Strickland Range Road.
- LPGA Boulevard widening from I-95 Southbound Off-Ramp to Williamson Boulevard (4 to 6 lanes)



Tymber Creek Apartments	N NTS	**Location Map**	LTG Engineering & Planning
		Project No.: 5003.03 / Figure: 1	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

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EXISTING ROADWAY ANALYSIS

Turning movement counts (TMCs) were conducted during the a.m. and p.m. peak-hours on April 4th, September 10th, September 11th, and September 12th of 2019 at the study area intersections (see Appendix C). The FDOT's 2019 Seasonal Factor (SF) for the time the TMCs were collected dictates SF values ranging from 0.95-1.02. For a more conservative analysis, the SF was not applied to the existing counts when less than 1.0. The existing a.m. and p.m. volumes were projected to 2020 using the growth rates for each intersection. The seasonally adjusted and projected 2020 a.m. and p.m. peak-hour traffic volumes used in the analysis are presented in Figures 2A and 2B.

Unsignalized Intersection Analysis

The existing operating conditions at the unsignalized intersection were analyzed using the *Highway Capacity Software 2010, Version 7.85* (HCS). This software utilizes the procedures outlined in Chapter 20 of the Highway Capacity Manual (6th Edition) titled, "Two-Way Stop-Controlled Intersections." Table 1 shows the existing a.m. and p.m. peak-hour LOS at the study area intersection. The HCS summary sheets are attached as Appendix D.

Table 1
Existing A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	46.3	E	WB	53.5	F

As indicated in Table 1, the study area intersection currently does not operate within the adopted LOS during the p.m. peak-hour.

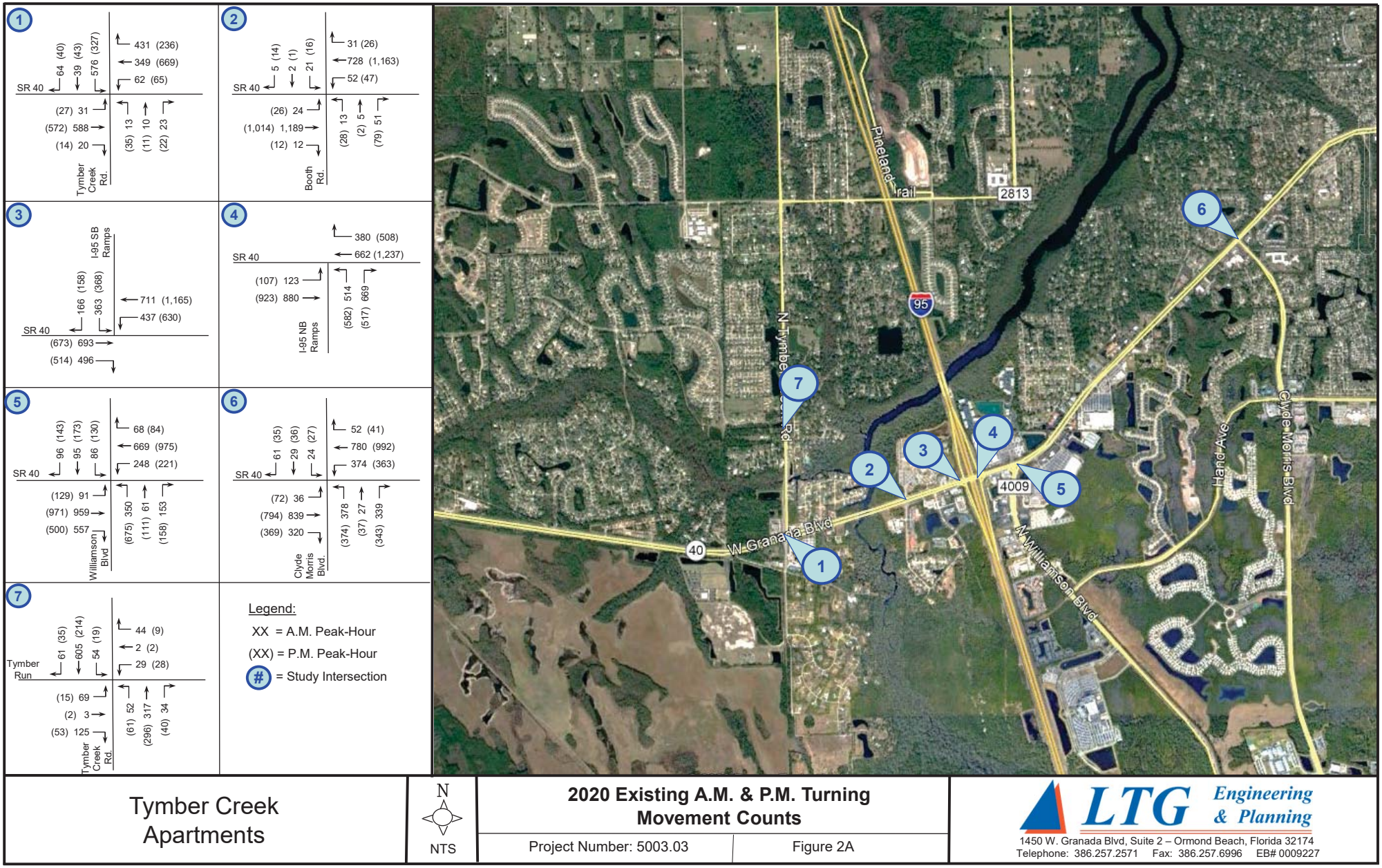
Signalized Intersection Analysis

The LOS at a signalized intersection is based on the average stop delay per vehicle for the various movements within the intersection. The operating conditions at the signalized intersections were analyzed using *Synchro 10* which utilizes the procedures outlined in Chapter 19 of the *Highway Capacity Manual 6th Edition*, titled "Signalized Intersections". Table 2 shows the existing LOS and volume to capacity ratio (v/c) at the study area intersections. The signal timings are provided in Appendix E and the Synchro summary sheets are provided in Appendix F.

Table 2
Existing A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	42.1	D	No	32.0	C	No
SR 40 at Booth Rd.	D	8.0	A	No	8.5	A	No
SR 40 at I-95 SB Ramps	D	33.5	C	No	52.2	D	No
SR 40 at I-95 NB Ramps	D	24.8	C	No	26.3	C	No
SR 40 at Williamson Blvd.	D	55.7	E	Yes	56.0	E	Yes
SR 40 at Clyde Morris Blvd.	D	52.3	D	No	65.0	E	Yes
Tymber Creek Rd. at Tymber Run	E	11.2	B	No	7.4	A	No
Williamson Blvd. at Hand Ave.	E	12.1	B	No	14	B	No
Williamson Blvd. at LPGA Blvd.	E	70.7	E	Yes	68.1	E	No

As indicated, the intersections of SR 40 at Williamson Boulevard, SR 40 at Clyde Morris Boulevard and Williamson Boulevard at LPGA Boulevard currently operate with a v/c ratio greater than 1.0.



Tymber Creek Apartments

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2020 Existing A.M. & P.M. Turning Movement Counts

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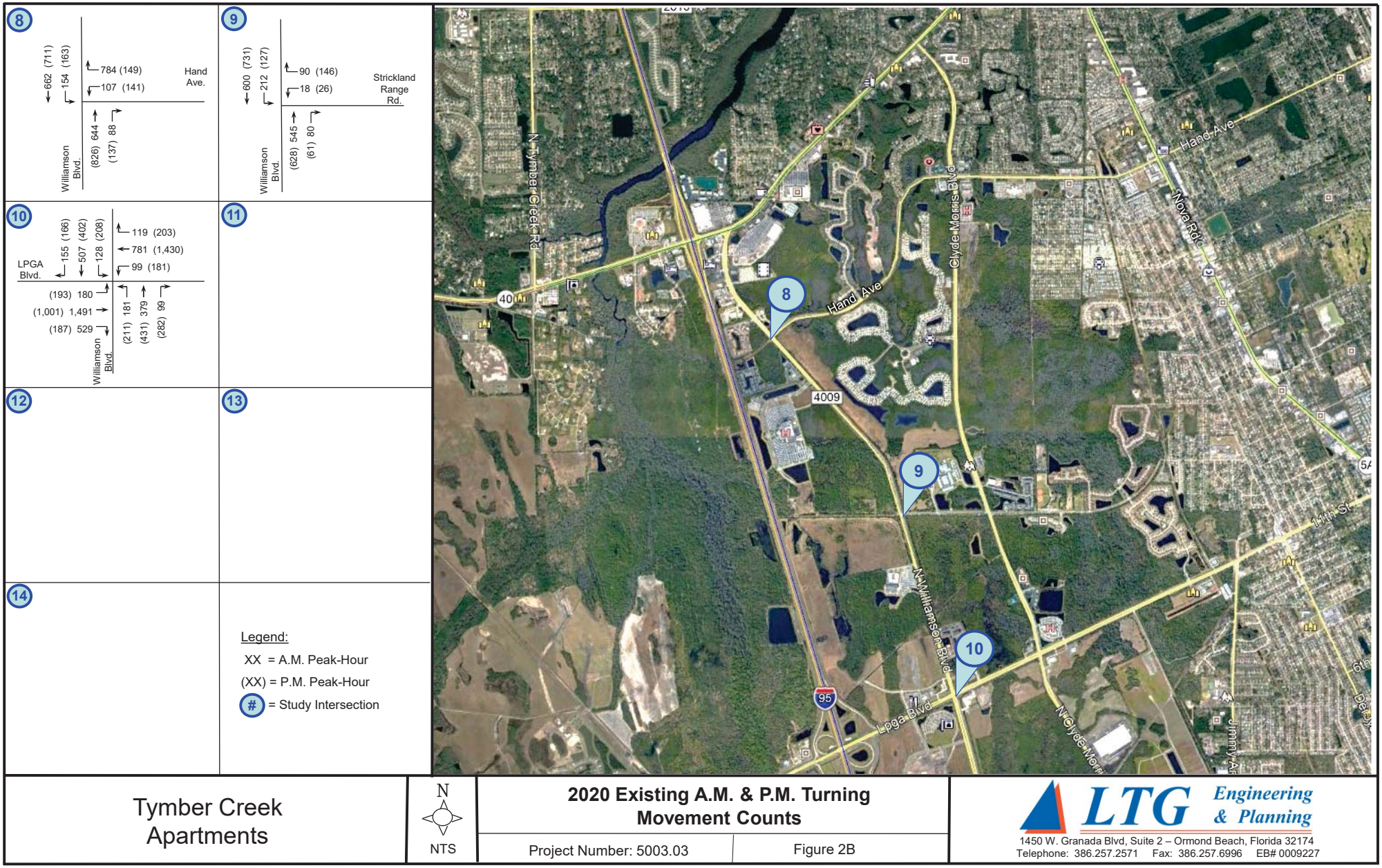

Tymber Creek Apartments

N

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2020 Existing A.M. & P.M. Turning Movement Counts

Project Number: 5003.03

Figure 2B

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Roadway Segment Analysis

Roadway LOS describes the operating condition determined from the number of vehicles passing over a given section of roadway during a specified time period. It is a qualitative measure of several factors which include speed, travel time, traffic interruptions, freedom to maneuver, driver comfort, convenience, safety and vehicle operating costs. Six LOS categories have been established as standards by which to gauge roadway performance, designated by the letters A through F. The LOS categories are defined as follows:

Level of Service A: *Free flow, individual users virtually unaffected by the presence of others*
Level of Service B: *Stable flow with a high degree of freedom to select operating conditions*
Level of Service C: *Flow remains stable, but with significant interactions with others*
Level of Service D: *High-density stable flow in which the freedom to maneuver is severely restricted*
Level of Service E: *This condition represents the capacity level of the road*
Level of Service F: *Forced flow in which the traffic exceeds the amount that can be served*

The existing LOS for the study area road segments during the p.m. peak-hour are shown in Table 3.

Table 3
Existing P.M. Peak-Hour LOS - Roadway Segments
Tymber Creek Apartments

Roadway	Limits		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity at Adopted LOS	2018 AADT	Existing P.M. Peak-Hour Two-Way Volume	Existing Volume Exceed Adopted LOS?
	From	To						
SR 40	Tymber Creek Rd. Ext.	I 95	4	D	3,580	31,500	2,470	No
	I 95	Clyde Morris Blvd.	4	D	3,580	34,500	3,100	No
Tymber Creek Rd.	Tymber Run	SR 40	4	E	1,540	11,520	950	No
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	2	E	1,540	17,010	1,380	No
	Shangri La Dr.	Nova Rd.	4	E	3,410	18,250	1,490	No
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	2	E	1,540	18,020	1,480	No
LPGA Blvd.	Tymber Creek Rd.	Tomoka Farms Rd.	2	E	1,540	13,730	1,110	No
	Tomoka Farms Rd.	I-95	4	E	3,410	30,500	2,060	No
	I-95	Williamson Blvd.	4	E	3,410	38,400	2,060	No
	Williamson Blvd.	Clyde Morris Blvd.	4	E	3,410	26,740	2,190	No

As indicated, all roadway segments currently operate within the adopted LOS.

3

FUTURE TRAFFIC CONDITIONS

2023 Background Traffic

Traffic growth rates from historic Volusia County's 2018 Average Annual Daily Traffic (AADT) counts from the past five years were determined for each study area roadway segment using FDOT's *Traffic Trends* software. Table 4 presents the average annual growth rates and the growth rate applied to the factored existing traffic volumes to project background traffic to the year 2023. When the Trends Analysis provided an R^2 value less than 70%, the Trends Analysis was revised using 10 years of historical data. If the revised trends analysis still provides a R^2 value less than 70%, then the growth rate was determined by the fitted curve. If the overall fitted curve is positive, a minimum average annual growth rate of 2.00% percent was used. The Traffic Trends analysis worksheets are contained in Appendix G.

Table 4
2023 Growth Comparison
Tymber Creek Apartments

Roadway	Segment		Historical Growth		
			Average Annual Rate (%)	R^2 Value	Applied Average Annual Rate (%)
SR 40	Tymber Creek Rd. Ext	I-95	1.90%	45.30%	2.00%
	I-95	Clyde Morris Blvd.	0.17%	2.00%	2.00%
Tymber Creek Rd.	Tymber Run	SR 40	0.00%	0.00%	2.00%
Hand Ave.	Clyde Morris Blvd.	Shangri La Dr.	4.53%	97.20%	4.53%
	Shangri La Dr.	Nova Rd.	4.20%	86.80%	4.20%
Williamson Blvd.	Hand Ave.	Strickland Range Rd.	6.94%	79.20%	6.94%
LPGA Blvd.	Tymber Creek Rd.	Tomoka Farms Rd.	8.36%	95.00%	8.36%
	Tomoka Farms Rd.	I-95 SB Ramps	5.41%	87.40%	5.41%
	I-95 SB Ramps	I-95 NB Ramps	5.41%	87.40%	5.41%
	I-95 NB Ramps	Outlet Blvd.	9.06%	88.30%	9.06%
	Outlet Blvd.	Williamson Blvd.	9.06%	88.30%	9.06%
	Williamson Blvd.	Clyde Morris Blvd.	5.00%	83.50%	5.00%

Vested Traffic

Due to approvals previously issued for developments within the immediate study area, the vested traffic within the study are was included in the background traffic. Vested traffic information for intersections and segments used in the study are located in Appendix H. Note that where TIAs or traffic statement data was available for each project, the vested trips were applied to the associated intersections and roadway segments. For those projects without data available, the Volusia County spreadsheet of vested projects was used to apply vested trips to the associated roadway segments only.

Please note, background growth at the intersection of Williamson Boulevard and LPGA Boulevard has been determined via the application of vested trips only, due to the significant growth represented at this intersection by vested trips. Application of vested trips and growth at this location is believed to double count actual anticipated future growth.

4

2023 BACKGROUND - FUTURE ROADWAY ANALYSIS

The study area intersections were analyzed based on the future roadway conditions to determine potential impacts and to investigate mitigation requirements. The study area roadway segments were analyzed under 2023 background and build-out conditions. The 2023 background results of the analysis are presented below.

2023 Background Unsignalized Intersection Analysis

The unsignalized study area intersection was analyzed to determine the operating conditions under 2023 background conditions and the results are presented in Table 5. The HCS summary sheets are attached as Appendix I.

Table 5
Background A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection
Tymber Creek Apartments

Intersection	Adopted LOS	Background Conditions					
		A.M. Peak-Hour			P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	75.1	F	WB	110.8	F

As indicated in Table 5, the intersection of Williamson Boulevard at Strickland Range Road is expected to operate outside of the adopted LOS and/or with a v/c ratio greater than 1.0. The following improvements are recommended to achieve acceptable levels of service and a v/c ratio less than 1.0 at all intersections:

- Williamson Boulevard at Strickland Range Road:
  - Add exclusive westbound right-turn lane

The analysis of the intersections with the proposed improvements is provided in Table 6. Please note that the improvements listed above are not funded by the County at this time. The HCS summary sheets are located in Appendix J.

Table 6
Background A.M. and P.M. Peak-Hour LOS – Unsignalized Intersection - Improved
Tymber Creek Apartments

Intersection	Adopted LOS	Background Conditions					
		A.M. Peak-Hour			P.M. Peak-Hour		
		Critical Approach	Delay (sec.)	LOS	Critical Approach	Delay (sec.)	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	39.1	E	WB	37.5	E

2023 Background Signalized Intersection Analysis

The signalized intersections were analyzed to determine the operating conditions under 2023 background conditions and the results are presented in Table 7. The Synchro summary sheets are included in Appendix K.

Table 7
2023 Background A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	43.0	D	No	32.9	C	No
SR 40 at Booth Rd.	D	8.5	A	No	8.8	A	No
SR 40 at I-95 SB Ramps	D	33.8	C	No	52.9	D	No
SR 40 at I-95 NB Ramps	D	25.8	C	No	26.9	C	No
SR 40 at Williamson Blvd.	D	63.9	E	Yes	60.7	E	Yes
SR 40 at Clyde Morris Blvd.	D	57.2	E	No	74.8	E	Yes
Tymber Creek Rd. at Tymber Run	E	12.4	B	No	7.7	A	No
Williamson Blvd. at Hand Ave.	E	12.7	B	No	17.2	B	No
Williamson Blvd. at LPGA Blvd.	E	98.0	F	Yes	126.3	F	Yes

As indicated, under background conditions, the intersections of SR 40 at Williamson Boulevard, SR 40 at Clyde Morris Boulevard, and Williamson Boulevard at LPGA Boulevard are anticipated to operate outside the adopted LOS and/or with v/c ratio greater than 1.0.

The following improvements are recommended to achieve acceptable levels of service and a v/c ratio less than 1.0 at all intersections:

- SR 40 at Williamson Boulevard:
  - Optimize signal timing splits
- SR 40 at Clyde Morris Boulevard:
  - Add northbound right-turn overlap phase;
  - Optimize signal timing splits
- Williamson Boulevard at LPGA Boulevard:
  - Add exclusive northbound right-turn lane with overlap phase;
  - Add exclusive southbound right-turn lane with overlap phase;
  - Add additional westbound through lane;
  - Add eastbound right-turn overlap phase;
  - Optimize signal timing splits

The analysis of the intersections with the proposed improvements is provided in Table 8. Please note that the improvements listed above are not funded by the County at this time. The Synchro summary sheets are located in Appendix L.

Table 8
2023 Background A.M. and P.M. Peak-Hour LOS - Signalized Intersection - Improved
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Williamson Blvd.	D	30.7	D	No	24.7	C	No
SR 40 at Clyde Morris Blvd.	D	48.4	D	No	50.9	D	No
Williamson Blvd. at LPGA Blvd.	E	41.2	D	No	60.3	E	No

Project Trip Generation

The trip generation for the development was determined using the Institute of Transportation Engineers (ITE) 10th Edition of the *Trip Generation Manual* and is presented in Table 9.

Table 9
Gross Trip Generation
Tymber Creek Apartments

Time Period	Land Use	ITE LUC	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Mid-Rise Multifamily	221	T=5.45(X)-1.75	300	DU	50%	50%	817	817	1,634
	Shopping Center	820	Ln(T)=0.68Ln(X)+5.57	90	KSF	50%	50%	2,799	2,799	5,598
							Totals:	3,616	3,616	7,232
A.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.36(X)	300	DU	26%	74%	28	80	108
	Shopping Center	820	T = 0.50(X)+151.78	90	KSF	62%	38%	122	75	197
							Totals:	150	155	305
P.M. Peak-Hour	Mid-Rise Multifamily	221	T=0.44(X)	300	DU	61%	39%	81	51	132
	Shopping Center	820	Ln(T)=0.74Ln(X)+2.89	90	KSF	48%	52%	241	262	503
							Totals:	322	313	635

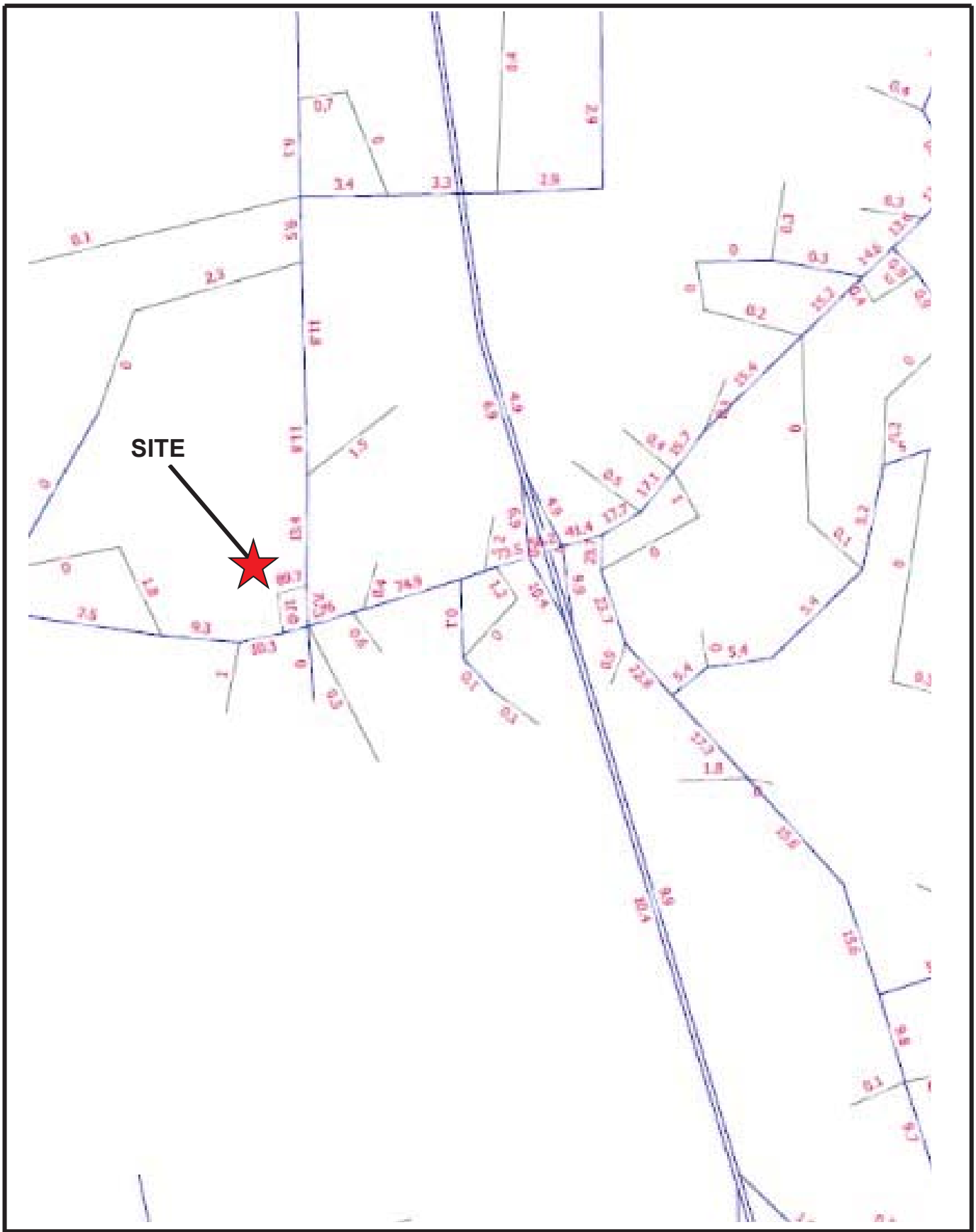
Due to the mixed-use nature of the development, a certain portion of the trips generated is expected to remain internal to the site, known as internal trips. Additionally, a portion of the trips known as pass-by trips (limited to 14% of the adjacent roadway traffic volume for County facilities, and 10% on State facilities) will be attracted to the development from existing traffic on the adjacent roadways. These internal trips were calculated using The National Cooperative Highway Research Program (NCHRP) Report 684 worksheet while pass-by trips were calculated using procedures outlined in the ITE Trip Generation Handbook, 3rd Edition. Internal and pass-by trips were deducted from the gross trip generation and the resulting net new external a.m. and p.m. peak-hour trips are provided in Table 10.

Table 10
Net Trip Generation
Tymber Creek Apartments

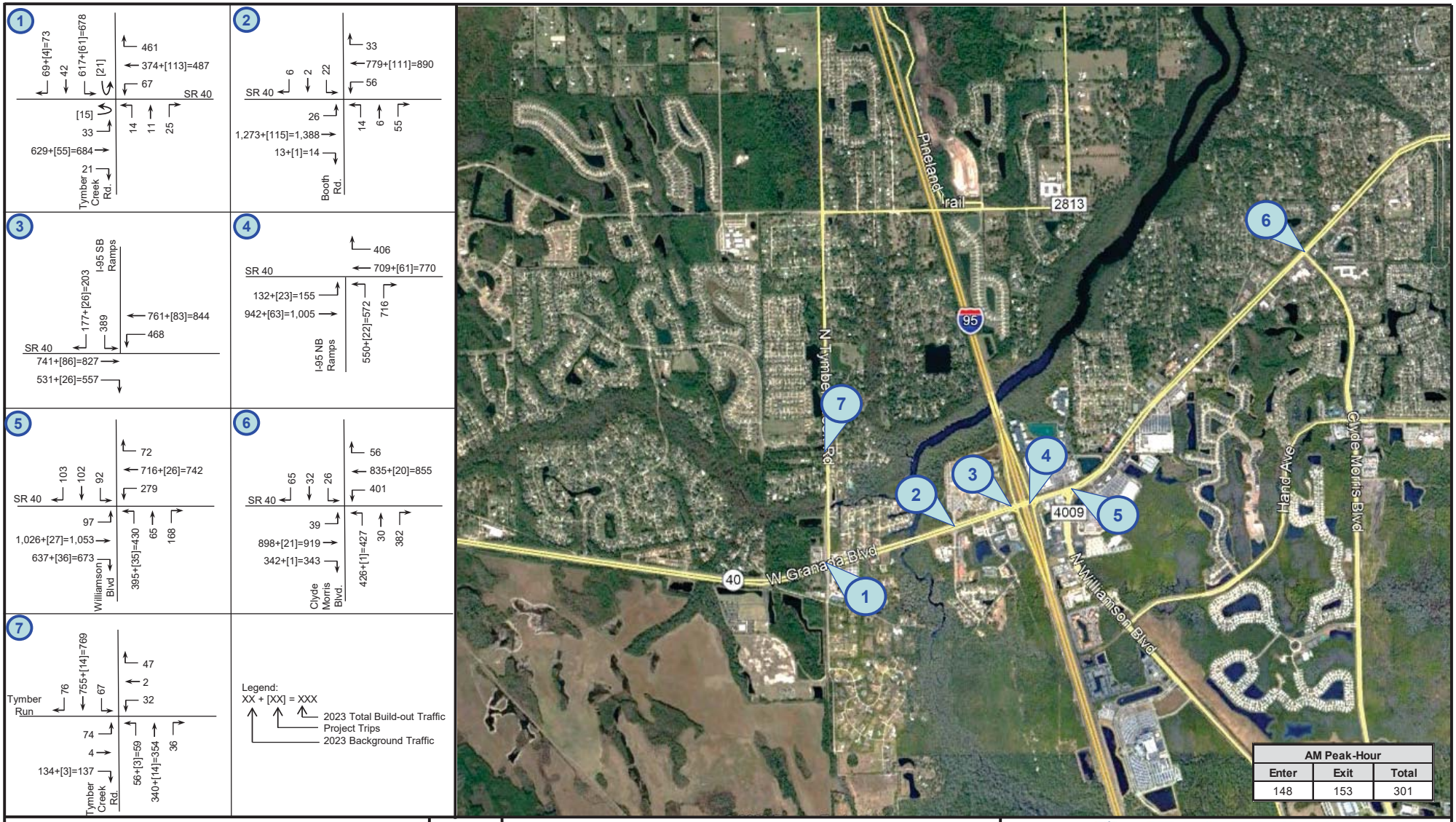
Time Period	Land Use	Total Trips			Internal Capture Trips			Pass-by Capture Trips			New External Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
A.M. Peak-Hour	Mid-Rise Multifamily	28	80	108	1	1	2	0	0	0	27	78	105
	Shopping Center	122	75	197	1	1	2	0	0	0	121	74	195
	Totals:	**150**	**155**	**305**	**2**	**2**	**4**	**0**	**0**	**0**	**148**	**152**	**300**
Time Period	**Land Use**	**Total Trips**			**Internal Capture Trips**			**Pass-by Capture Trips**			**New External Trips**		
		Enter	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**
P.M. Peak-Hour	Mid-Rise Multifamily	81	51	132	37	21	57	0	0	0	44	30	74
	Shopping Center	241	262	503	21	37	59	74	77	151	146	148	294
	Totals:	**322**	**313**	**635**	**58**	**58**	**116**	**74**	**77**	**151**	**190**	**178**	**368**

Project Trip Distribution

The process of determining the directional flow of traffic associated with a new development is called trip distribution. The Central Florida Regional Planning Model (CFRPM), version 6.1 was used to determine the primary project trip distribution and is presented in Figure 3. Using the trip distribution, the a.m. and p.m. peak-hour project trips were assigned to the study area roadway network. Figures 4A, 4B, 4C, and 4D graphically depicts the 2023 total background traffic and 2023 a.m. and p.m. build-out peak-hour project trips at the study area intersections.



Tymber Creek Apartments	N NTS	**Project Distribution**		LTG Engineering & Planning
		Project No.: 5003.03	Figure 3	1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Tymber Creek Apartments

N

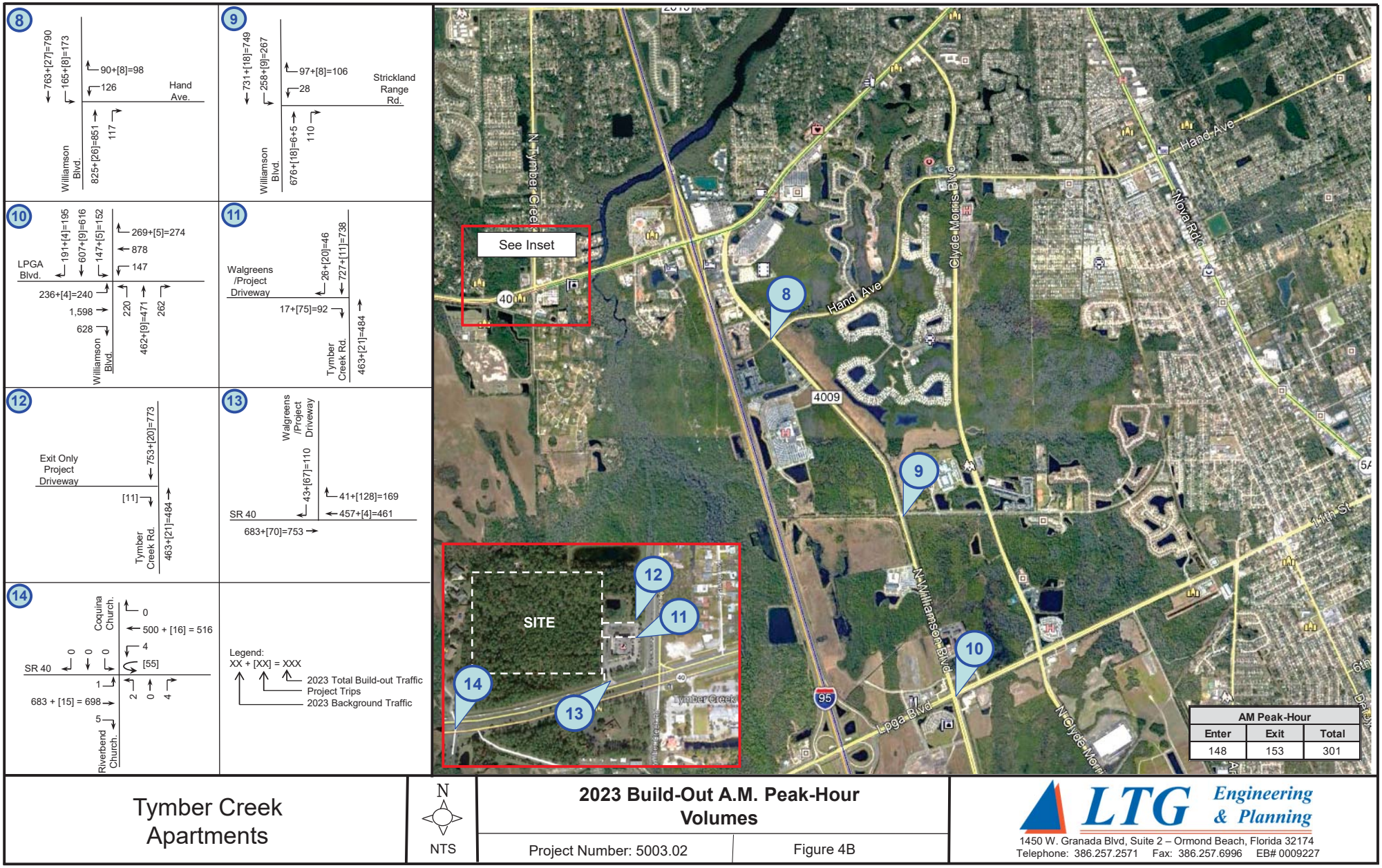
NTS

2023 Build-Out A.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4A

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



Tymber Creek Apartments

N

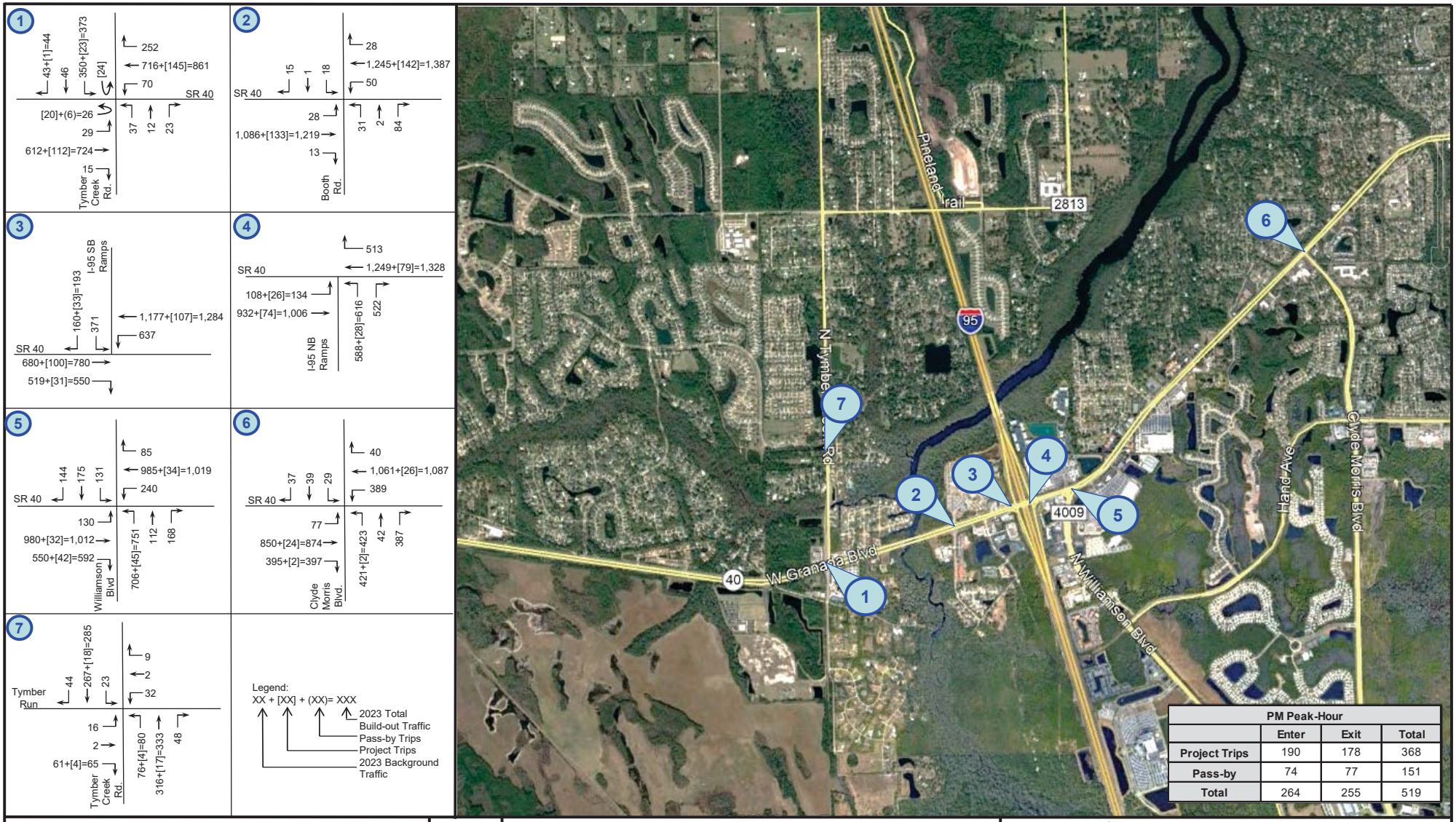
NTS

2023 Build-Out A.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4B

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



PM Peak-Hour			
	Enter	Exit	Total
Project Trips	190	178	368
Pass-by	74	77	151
Total	264	255	519

Tymber Creek Apartments

N

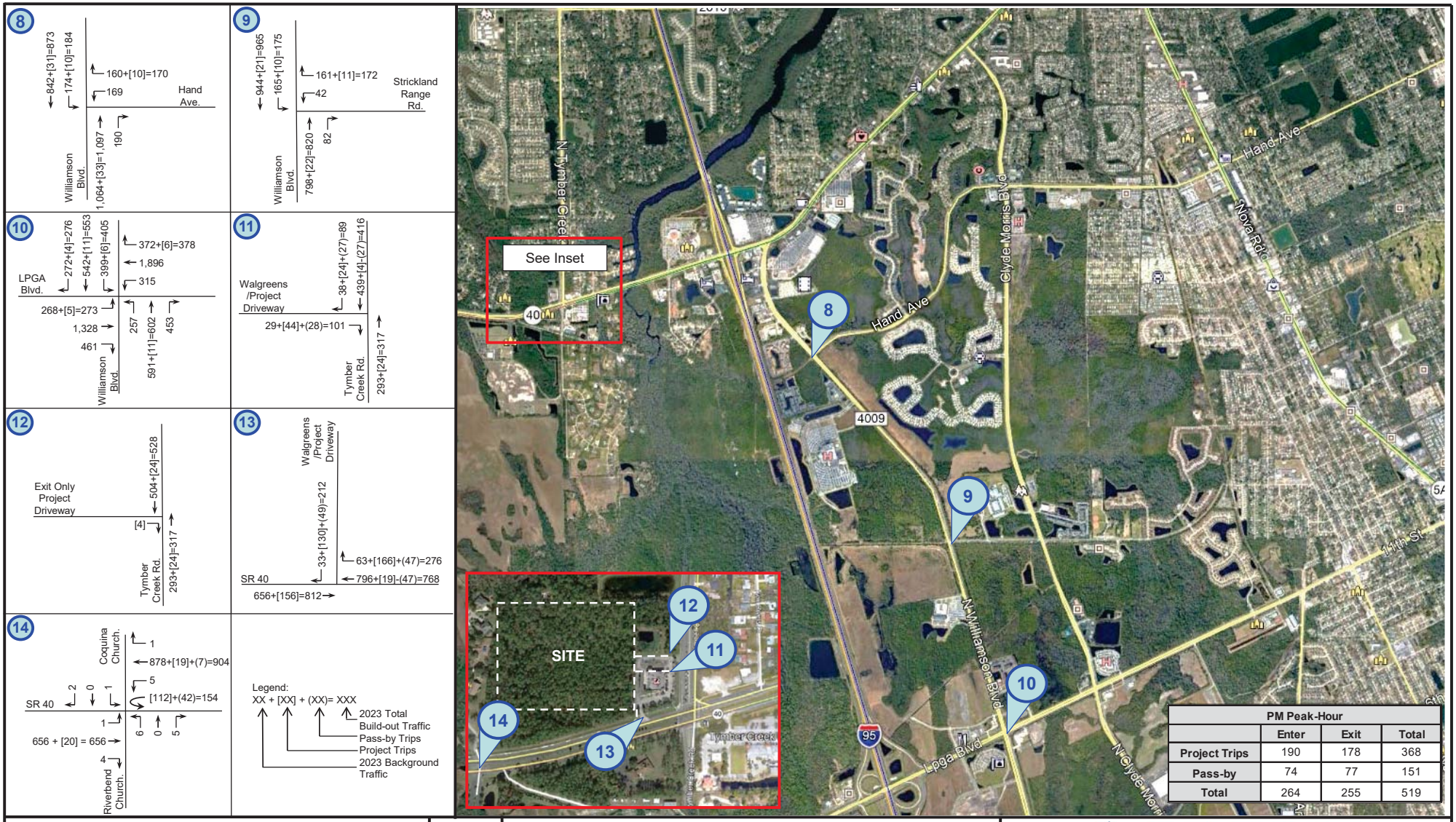
NTS

2023 Build-Out P.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4C

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227



PM Peak-Hour			
	Enter	Exit	Total
Project Trips	190	178	368
Pass-by	74	77	151
Total	264	255	519

Tymber Creek Apartments

N

NTS

2023 Build-Out P.M. Peak-Hour Volumes

Project Number: 5003.02

Figure 4D

LTG Engineering & Planning
1450 W. Granada Blvd, Suite 2 – Ormond Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

5

BUILD-OUT - FUTURE ROADWAY ANALYSIS

The study area intersections and roadway segments were analyzed based on the roadway conditions at the time of project build-out to determine potential impacts of project-generated trips and investigate mitigation requirements. The improvements recommended in background conditions have been included in the 2023 build-out analysis for those applicable intersections and roadway segments.

2023 Build-Out Unsignalized Intersection Analysis

The unsignalized intersections were analyzed to determine the operational LOS under build-out conditions, including the improvements identified during 2023 background conditions, and the results are presented in Table 11. The HCS summary sheets are also contained in Appendix M.

Table 11
2023 Build-Out A.M. and P.M. Peak-Hour LOS – Unsignalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Critical Approach	Delay	LOS	Critical Approach	Delay	LOS
Williamson Blvd. at Strickland Range Rd.	E	WB	18.8	C	WB	19.3	C
Tymber Creek Rd. at RIRO Project Driveway	E	EB	12.1	B	EB	10.3	A
Tymber Creek Rd. at Exit Only Project Driveway	E	EB	11.3	B	EB	10.0	B
SR 40 at Project Driveway	D	SB	10.7	B	SB	14.6	B
SR 40 at Full Median Opening	D	NB	13.7	B	SB	22.1	C

As indicated in the table, the unsignalized intersections are anticipated to operate within the adopted LOS with the proposed improvements.

2023 Build-Out Signalized Intersections

The signalized intersections were analyzed to determine the operational LOS under build-out conditions, including the improvements identified during 2023 background conditions, and the results are presented in Table 12. The Synchro summary sheets are also contained in Appendix N.

Table 12
2023 Build-Out A.M. and P.M. Peak-Hour LOS - Signalized Intersections
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Tymber Creek Rd.	D	47.0	D	No	38.4	D	No
SR 40 at Booth Rd.	D	8.4	A	No	8.7	A	No
SR 40 at I-95 SB Ramps	D	33.5	C	No	51.0	D	No
SR 40 at I-95 NB Ramps	D	27.8	C	No	27.9	C	No
SR 40 at Williamson Blvd.	D	51.8	D	No	54.2	D	Yes
SR 40 at Clyde Morris Blvd.	D	48.5	D	No	51.1	D	No
Tymber Creek Rd. at Tymber Run	E	12.6	B	No	7.8	A	No
Williamson Blvd. at Hand Ave.	E	12.9	B	No	18.2	B	No
Williamson Blvd. at LPGA Blvd.	E	41.6	D	No	61.0	E	No

As indicated in Table 9, all of the study area intersections are expected to operate within the adopted LOS and with a v/c ratio less than 1.0 under 2023 build-out conditions, with the exception of SR 40 at Williamson Boulevard. The following improvements are recommended to achieve acceptable levels of service and a v/c ratio less than 1.0 at all intersections:

- SR 40 at Williamson Boulevard:
  - Optimize signal timing splits in the p.m. peak-hour

The analysis of the intersections with the proposed improvements is provided in Table 13. The Synchro summary sheets are located in Appendix O.

Table 13
2023 Build-Out A.M. and P.M. Peak-Hour LOS - Signalized Intersections - Improved
Tymber Creek Apartments

Intersection	Adopted LOS	AM Peak-Hour			PM Peak-Hour		
		Delay (sec.)	LOS	V/C greater than 1.0?	Delay (sec.)	LOS	V/C greater than 1.0?
SR 40 at Williamson Blvd.	D	-	-	-	52.6	D	No

2023 Build-out Roadway Segment Analysis

The study area roadway segments were analyzed under 2023 build-out conditions to determine the expected LOS and the results are shown in Table 14. As indicated, six roadway segments will not operate within an acceptable LOS. The following improvements are recommended in order to achieve acceptable levels of service at the deficient roadway segments:

- SR 40 from I-95 to Clyde Morris Boulevard:
  - Widen from 4-lanes to 6-lanes
- Hand Avenue from Clyde Morris Boulevard to Shangri La Drive:
  - Widen from 2-lanes to 4-lanes
- Williamson Boulevard from Hand Avenue to Strickland Range Road:
  - Widen from 2-lanes to 4-lanes
- LPGA Boulevard from Tymber Creek Road to Tomoka Farms Road:
  - Widen from 2-lanes to 4-lanes
- LPGA Boulevard from Tomoka Farms Road to I-95 Southbound Ramps:
  - Widen from 4-lanes to 8-lanes
- LPGA Boulevard from I-95 Southbound Ramps to Williamson Boulevard:
  - Widen from 6-lanes to 8-lanes
- LPGA Boulevard from Williamson Boulevard to Clyde Morris Boulevard:
  - Widen from 4-lanes to 6-lanes

The roadway segments were evaluated with the above mentioned improvements and the results are presented at the lower part of Table 14. Please note that these improvements are not yet funded for construction. As indicated by Table 14, LPGA Boulevard from I-95 Northbound ramps to Outlet Boulevard continues to operate over the improved capacity during the p.m. peak-hour even after implementing an 8-lane improvement. Additional analysis is recommended to determine whether the future background vested traffic is overstated, or to determine additional feasible improvements.

Table 14
2023 Background PM Peak-Hour LOS - Roadway Segments*
Tymber Creek Apartments

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	2023 Growth Factor	Vested Trips	2023 Background Traffic	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	2023 Build-Out Traffic	2023 Build-Out Traffic Exceed Adopted LOS?
SR 40	Tymber Creek Rd Ext	I 95	4	D	3,580	2,470	1.10	322	3,049	No	76.0%	279	3,328	No
	I 95	Clyde Morris Blvd	4	D	3,580	3,100	1.10	62	3,485	No	41.4%	152	3,637	Yes
Tymber Creek Rd	Tymber Run	SR 40	4	E	1,540	950	1.10	0	1,049	No	76.3%	280	1,329	No
Hand Ave	Clyde Morris Blvd	Shangri La Dr	2	E	1,540	1,380	1.25	0	1,722	Yes	4.4%	16	1,738	Yes
	Shangri La Dr	Nova Rd	4	E	3,410	1,490	1.23	463	2,293	No	3.8%	14	2,307	No
Williamson Blvd	Hand Ave	Strickland Range Rd	2	E	1,540	1,480	1.40	597	2,667	Yes	17.3%	63	2,730	Yes
LPGA Blvd.	Tymber Creek Rd.	Tomoka Farms Rd.	2	E	1,540	1,110	1.49	2,276	3,934	Yes	2.4%	9	3,943	Yes
	Tomoka Farms Rd.	I-95 SB Ramps	4	E	3,410	2,060	1.30	2,815	5,496	Yes	2.9%	11	5,507	Yes
	I-95 SB Ramps	I-95 NB Ramps	6	E	5,120	2,060	1.30	2,815	5,496	Yes	2.1%	8	5,504	Yes
	I-95 NB Ramps	Outlet Blvd.	6	E	5,120	2,060	1.54	3,886	7,064	Yes	3.0%	11	7,075	Yes
	Outlet Blvd.	Williamson Blvd.	6	E	5,120	2,060	1.54	2,768	5,946	Yes	2.6%	10	5,956	Yes
	Williamson Blvd.	Clyde Morris Blvd.	4	E	3,410	2,190	1.28	2,004	4,799	Yes	3.4%	12	4,812	Yes

Improved**

Roadway	Segment		No. of Lanes	Adopted LOS	Peak-Hour Two-Way Capacity	Existing PM Peak-Hour Two-Way Volume	Growth Factor	Vested Trips	Background Traffic	Background PM Volume Exceed Adopted LOS?	Project Distribution	Project Trips	Build-Out Traffic	Build-Out Traffic Exceed Adopted LOS?
SR 40	I 95	Clyde Morris Blvd	6	D	5,390	3,100	1.10	62	3,485	No	41.4%	152	3,637	No
Hand Ave	Clyde Morris Blvd	Shangri La Dr	4	E	3,410	1,380	1.25	0	1,722	No	4.4%	16	1,738	No
Williamson Blvd.	Hand Ave	Strickland Range Rd	4	E	3,410	1,480	1.40	597	2,667	No	17.3%	63	2,730	No
LPGA Blvd	Tymber Creek Rd.	Tomoka Farms Rd.	4	E	5,120	1,110	1.49	2,276	3,934	No	2.4%	9	3,943	No
	Tomoka Farms Rd.	I-95 SB Ramps	8	E	6,489	2,060	1.30	2,815	5,496	No	2.9%	11	5,507	No
	I-95 SB Ramps	I-95 NB Ramps	8	E	6,489	2,060	1.30	2,815	5,496	No	2.1%	8	5,504	No
	I-95 NB Ramps	Outlet Blvd.	8	E	6,489	2,060	1.54	3,886	7,064	Yes	3.0%	11	7,075	Yes
	Outlet Blvd.	Williamson Blvd.	8	E	6,489	2,060	1.54	2,768	5,946	No	2.6%	10	5,956	No
	Williamson Blvd.	Clyde Morris Blvd.	6	E	5,120	2,190	1.28	2,004	4,799	No	3.4%	12	4,812	No

**Includes improvements funded for construction within the next three years*
***Improved 4-Lane capacity based upon capacity of comparable roadway segments reported in Volusia County's AADT Table.*
****All recommended improvements are not currently funded for construction.*

Please note, the recommended improvements for LPGA Boulevard from Tomoka Farms Road to Williamson Boulevard and SR 40 from I-95 to Clyde Morris Boulevard in Table 14 are not shown in the 2025 Future Number of Lanes Map found in the transportation element of Volusia County's Comprehensive Plan. Per Volusia County request, the project impacts from the segment of LPGA Boulevard have been reassigned to the future Dunn Avenue Extension, and the project impacts from the segment of SR 40 have been reassigned to Hand Avenue. The cost for the improvement will be reflected in the proportionate share calculation.

Queue Length and Turn Lane Analysis

A queue length analysis was conducted to determine recommended storage lengths for existing turn lanes at the study area intersections. The background and build-out Synchro/HCS results were used to obtain the 95th percentile queue lengths anticipated for each exclusive turn lane during the a.m. and p.m. peak-hours that were affected by project trips. Turn lane requirements were evaluated using the Volusia County LDC Section 72-619, Table VI and FDOT Design Manual Exhibit 212-1. The resulting recommended turn lane lengths for the intersections are provided in Table 15. As indicated in the table, the following turn-lane extensions are recommended:

- SR 40 at Tymber Creek Road
  - Extend southbound left-turn lanes by 100-feet
- SR 40 at I-95 Northbound Ramps
  - Extend eastbound left-turn lane by 100-feet
- SR 40 at Williamson Boulevard
  - Extend northbound left-turn lanes by 25-feet
- SR 40 at Clyde Morris Boulevard
  - Extend eastbound right-turn lane by 25-feet
- Williamson Boulevard at Hand Avenue
  - Extend southbound left-turn lane by 15-feet
- Williamson Boulevard at LPGA Boulevard
  - Extend westbound right-turn lane by 25-feet

Table 15
2023 Build-Out AM and PM Peak-Hour - Queue Length and Turn Lane Recommendations
Tymber Creek Apartments

Intersection	Turn Lane	Posted Speed Limit (mph)	Existing Lane Length (ft)	Required Deceleration (ft)*	Existing				Background				Build-Out					
					# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	# of Lanes	95th Percentile Queue Length (veh x 25 ft)	Total Required Turn Lane Length (ft)	Lane Length Deficiency (ft)	Lane Length Deficiency Difference from Background to Build-Out (ft)	Project Trips
AM																		
SR 40 at Tymber Creek Rd.	EBL	50	495	350	1	75	425	0	1	75	425	0	1	125	475	0	0	15
	SBL	45	640	385	2	375	760	120	2	400	785	145	2	500	885	245	100	82
SR 40 at I-95 SB Ramps	EBR	45	550	290	1	125	415	0	1	125	415	0	1	125	415	0	0	26
	SBR	35	425	155	1	50	205	0	1	50	205	0	1	50	205	0	0	26
SR 40 at I-95 NB Ramps	EBL	45	175	290	1	225	515	340	1	225	515	340	1	250	540	365	25	23
SR 40 at Williamson Blvd.	NBL	40	395	240	2	350	590	195	2	350	590	195	2	375	615	220	25	35
SR 40 at Clyde Morris Blvd.	EBR	45	205	240	1	400	640	435	1	425	665	460	1	450	690	485	25	1
	NBL	35	430	185	2	300	485	55	2	325	510	80	2	325	510	80	0	1
Tymber Creek Rd. at Tymber Run	NBL	45	225	385	1	25	410	185	1	25	410	185	1	25	410	185	0	3
Williamson Blvd. at Hand Ave.	SBL	40	380	320	1	50	370	0	1	50	370	0	1	50	370	0	0	8
Williamson Blvd. at LPGA Blvd.	EBL	45	390	385	2	175	560	170	2	225	610	220	2	225	610	220	0	4
	WBR	45	390	385	1	125	510	120	1	250	635	245	1	250	635	245	0	5
	SBL	50	360	455	2	125	580	220	2	150	605	245	2	150	605	245	0	5
PM																		
SR 40 at Tymber Creek Rd.	EBL	50	495	350	1	75	425	0	1	75	425	0	1	125	475	0	0	6
	SBL	45	640	385	2	250	635	0	2	250	635	0	2	300	685	45	45	47
SR 40 at I-95 SB Ramps	EBR	45	550	290	1	200	490	0	1	225	515	0	1	250	540	0	0	31
	SBR	35	425	155	1	100	255	0	1	225	380	0	1	175	330	0	0	33
SR 40 at I-95 NB Ramps	EBL	45	175	290	1	200	490	315	1	200	490	315	1	300	590	415	100	26
SR 40 at Williamson Blvd.	NBL	40	395	240	2	650	890	495	2	600	840	445	2	625	865	470	25	45
SR 40 at Clyde Morris Blvd.	EBR	45	205	240	1	425	665	460	1	525	765	560	1	525	765	560	0	2
	NBL	35	430	185	2	325	510	80	2	350	535	105	2	350	535	105	0	2
Tymber Creek Rd. at Tymber Run	NBL	45	225	385	1	25	410	185	1	25	410	185	1	25	410	185	0	4
Williamson Blvd. at Hand Ave.	SBL	40	380	320	1	50	370	0	1	50	370	0	1	75	395	15	15	10
Williamson Blvd. at LPGA Blvd.	EBL	45	390	385	2	225	610	220	2	300	685	295	2	300	685	295	0	5
	WBR	45	390	385	1	250	635	245	1	325	710	320	1	350	735	345	25	6
	SBL	50	360	455	2	250	705	345	2	425	880	520	2	425	880	520	0	6

**Based upon Volusia County LDC Section 72-619 Table VI and FDOT Design Manual 212-1*

Alternate Mode Analysis

An alternative mode analysis has been conducted to determine existing and proposed alternate modes of transportation within the immediate project study area.

VOTRAN, Volusia County's public transportation system, provides transportation alternatives to all urban areas of the county via fixed route buses and paratransit vehicles. The frequency of most routes is one hour, with a few operating on the half-hour. Standard daily service is provided from 6 a.m. – 7 p.m., Monday through Saturday, with a limited fixed route service at night and on Sunday. At this time, VOTRAN does not operate a fixed route near the location of the proposed development.

There are 5-foot and 8-foot sidewalks currently along both sides of Tymber Creek Road and adjacent to the proposed development along SR 40. There are bicycle lanes present along SR 40 and Tymber Creek Road adjacent to proposed development. A sidewalk network internal to the development will provide access to the commercial development and connect to the external sidewalk along Tymber Creek Road, providing connectivity for pedestrians. Within the 2-mile walk zone for schools near the development, sidewalks adjacent to the proposed development along Tymber Creek Road continue north, providing continuous access to Pathways Elementary School. For pedestrians to have continuous access to Pine Trails Elementary, sidewalk installation along Airport Road, east of Tymber Creek Road, is required.

Site Access Analysis

Access is proposed on SR 40 via an existing right-in/right-out driveway at the adjacent Walgreens, and an existing right-in/right-out driveway on Tymber Creek Road and an additional proposed right-out northern driveway on Tymber Creek Road. Based on the proposed site plan and number of peak-hour trips anticipated at the Tymber Creek Road driveway, the access point is classified as intermediate driveway. Tymber Creek Road is currently maintained by Volusia County with a speed limit of 45 miles per hour (mph) and is therefore required to meet current driveway criteria provided within Volusia County Land Development Code (LDC).

Section 72-619 states that a right-turn lane shall be required for an intermediate driveway adjacent to a thoroughfare with a speed limit greater than 35 mph. Therefore, a 385-foot (includes 50-foot taper) southbound right-turn lane is required at the southern Tymber Creek Road project driveway. Currently, there is no right turn lane at this driveway for the existing Walgreens development. Since the northern driveway along Tymber Creek Road is an exit only driveway, there are no turn lanes required.

SR 40 is maintained by FDOT as a state facility. There is an existing channelized right-turn lane into the project driveway that services the existing Walgreens driveway.

Proportionate Share (PS)

Based on Florida Statue and procedures outlined in the R2CTPO TIA guidelines, the proportionate Share (PS) shall be calculated using projects trips divided by the change in roadway capacity provided by the recommended improvements providing the projects PS percentage for the improvement. The total estimated construction cost for the improvement is multiplied by the PS percentage to determine the applicant's PS contribution.

The recommended improvements eligible for PS determination, the estimated improvements costs and PS calculation will be provided with the response to agency comments letter.

6

CONCLUSION AND RECOMMENDATIONS

This study was conducted to evaluate the impact the proposed Tymber Creek Apartments development would have on the surrounding roadway network in the City of Ormond Beach. The development will generate 301 new external a.m. peak-hour trips and 368 p.m. new external peak-hour trips. The results of the study are summarized in Tables 16 and 17, below.

Table 16
Recommended Improvements - Roadway Segments
Tymber Creek Apartments

Roadway	Segment		When Improvement Required	
	To	From	2023 Background	2023 Build-Out
SR 40	I-95	Clyde Morris Blvd.		6L
Hand Ave	Clyde Morris Blvd	Shangri La Dr	4L	
Williamson Blvd.	Hand Ave	Strickland Range Rd	4L	
LPGA Blvd	Tymber Creek Rd.	Tomoka Farms Rd.	4L	
	Tomoka Farms Rd.	I-95 SB Ramps	8L	
	I-95 SB Ramps	I-95 NB Ramps	8L	
	I-95 NB Ramps	Outlet Blvd.	8L	
	Outlet Blvd.	Williamson Blvd.	8L	
	Williamson Blvd.	Clyde Morris Blvd.	6L	

Please note, the recommended improvements for LPGA Boulevard from Tomoka Farms Road to Williamson Boulevard and SR 40 from I-95 to Clyde Morris Boulevard in Table 14 are not shown in the 2025 Future Number of Lanes Map found in the transportation element of Volusia County's Comprehensive Plan. Per Volusia County request, for the purpose of proportionate share costs, the project impacts from the segment of LPGA Boulevard have been reassigned to the future Dunn Avenue Extension, and the project impacts from the segment of SR 40 have been reassigned to Hand Avenue. The cost for the improvement will be reflected in the proportionate share calculation.

Table 17
Recommended Improvements - Intersections
Tymber Creek Apartments

Intersection	When Improvement Required	
	2023 Background	2023 Build-Out
Williamson Blvd. at Strickland Range Rd.	• Add exclusive westbound right-turn lane	
SR 40 at Williamson Blvd.	• Optimize timings	• Optimize timings in the p.m. peak-hour
SR 40 at Clyde Morris Blvd.	• Add northbound right-turn overlap phase • Optimize timings	
Williamson Blvd. at LPGA Blvd.	• Add exclusive northbound right-turn lane • Add exclusive southbound right-turn lane • Add additional westbound through-lane • Add eastbound, northbound, and southbound right-turn overlap phases • Optimize timings	

Based on the Volusia County Land Development Code (LDC), a southbound right-turn lane of 385-feet (includes 50-foot taper) is required at the southern Tymber Creek Road project driveway.

Based on the results of the TIA and the recommended improvements, the proposed Tymber Creek Apartments development is recommended for approval.

APPENDICES

ATTACHMENT 6

Applicant Provided Information

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
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(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

June 28, 2022

Mr. Steve Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: Tymber Creek Apartments
Parcel ID No(s).: 4125-00-00-0243 and 4125-00-00-0221

Dear Steve:

Our office has the pleasure of representing VCP Ormond Beach II, LLC, owner and developer of the above-referenced properties in Ormond Beach, Florida. This proposed project consists of 300 multifamily units within ten buildings and associated amenities. As outlined herein, this project is consistent with the directives contained in the Ormond Beach Comprehensive Plan and the requirements for the Planned Business Development zoning overlay and provides the following:

a. Innovative site design.

The Tymber Creek Apartments project encompasses approximately 19.620 acres of land with a proposed density of 18.27 residential units per acre. As a result, the goal of this development is to provide significant open areas and active recreation areas for the residents of the development to use and enjoy as well as timeless elevations and designs. The PD Plan, attached to the development agreement as Exhibit "B" demonstrates the innovative nature of the project design as a whole, with expansive open and green space, and interconnected street and sidewalk features.

b. Efficient location and utilization of infrastructure.

The Tymber Creek Apartments development provides for unique and thoughtful elevations for the multifamily structures, to provide the residents of Ormond Beach a beautiful residence and community to reside and work in. The development also provides for distinctive and classic entry features and signage, as further detailed in the attached

exhibits. Seventy-one (71) bicycle spaces are provided throughout the development with integrated sidewalks throughout the project connected to courtyards with additional plantings and landscaping. This development is contiguous to an existing commercial development as well as single-family residential development and as a result, provides for a mix of uses and housing types, as encouraged by the comprehensive plan.

The development also includes significant entry features, buffering, and landscape features as specifically innovated for this project by the landscape architects and engineers at Newkirk. The exhibits to the development agreement illustrate the interconnected elements of the cohesive streetscape in addition to connecting sidewalks surrounding the proposed development.

c. Open space, recreation, common areas.

The development offers acres of open space areas, active recreation, and amenity areas for the residents of the development to enjoy as part of an active lifestyle in Ormond Beach. The development also preserves over 2.4 acres of wetlands, and includes almost an acre of beautiful wet ponds throughout the development. The development also includes bicycle parking spaces, courtyards, a clubhouse and pool, and a dog park.

d. Usable and suitable located civic spaces, recreational facilities, open spaces and scenic areas.

The development provides for courtyards for the residents, a dog park for residents to walk their dogs and meet up with their fellow neighbors, and also provides for a gathering place in a club house and pool where residents can come together and enjoy the facilities the club house has to offer.

e. Coherent and visually attractive physical environment.

The enhanced buffers of the project paired with the modern yet subtle design style of the proposed buildings and floating fountains provides for a cohesive and aesthetically pleasing development for all residents and neighbors to enjoy.

f. Ensure compatibility with adjacent neighborhoods.

The project includes large tree preservation areas, landscape buffers, retaining walls and screening around the perimeter of the project boundaries to provide for separation with other uses.

Moreover, the project includes certain parking areas located on the side and rear of the buildings, a combination of retaining walls, screening such as fences, and buffers to define the project perimeter, a trash disposal area that is integrated into the site and aesthetically matches the project as a whole, and outdoor amenities such as courtyards and a dog park. We are also continuing to work with Newkirk on advancing this project and site plan forward based on feedback and comments from City staff and the community.

Based on the responses above, we are excited to move the proposed Tymber Creek Apartments project forward for the residents of Ormond Beach with a request for additional density. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,

Nika K. Hosseini
Nika.Hosseini@CobbCole.com

NKH/lf

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
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W. Warren Cole, Jr.
(1926-2008)

June 28, 2022

Mr. Steve Spraker
Planning Director
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Re: PBD Public Hearing Application - Tymber Creek Apartments
Parcel ID No(s).: 4125-00-00-0243 and 4125-00-00-0221

Dear Steve:

Our office has the pleasure of representing VCP Ormond Beach II, LLC, owner and developer of the above-referenced properties in Ormond Beach, Florida. This proposed project consists of 300 multifamily units within ten buildings and associated amenities. Enclosed please find the following documents for this application.

- PBD Public Hearing application;
- Authorization of Owner;
- Proof of Ownership (property cards);
- Special Warranty Deed;
- Letter regarding description of project, requests & public benefits; and
- PBD Development Order with exhibits.

We are excited to move the proposed Tymber Creek Apartments project forward for the residents of Ormond Beach with a request for additional density. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,

Nika K. Hosseini

Nika K. Hosseini
Nika.Hosseini@CobbCole.com

NKH/lf

BEFORE THE
CITY COMMISSION
OF THE
CITY OF ORMOND BEACH

IN RE: Application of: VCP Ormond Beach II, LLC, owner and developer
Application No: 2022-___
Project Name: Tymber Creek Apartments
Property Address: North Tymber Creek Road, Ormond Beach, FL 32174
Parcel ID Number(s): 4125-00-00-0243 and 4125-00-00-0221

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 _____, 2022 and _____, 2022 and the City Commission having considered those items as required by 1-18(D) of the *Land Development Code*, and having heard testimony and evidence from all affected persons, the City Commission hereby finds that:

1. The proposed land use conforms to the standards and requirements of the *Land Development Code* and will not create undue crowding beyond the conditions normally permitted in the 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; deprive adjoining properties of adequate light and air; or create excessive noise, odor, glare or visual impacts on the neighborhood and adjoining properties;

5. There are adequate public facilities to serve the development, including but not limited to roads, sidewalks, bike paths, potable water, wastewater 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;

9. The proposed used of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area; and

10. The testimony provided at public hearings.

Thereupon and in consideration thereof, the City Commission hereby orders that:

A. The application of VCP Ormond Beach II, LLC, a Florida limited liability company, the owner and developer of that property consisting of approximately +/- 19.620 acres located at the intersection of Granada Boulevard and Tymber Creek Road (Volusia County parcel numbers: 4125-00-00-0243 and 4125-00-00-0221) (the "Property"), for a Development Order for a Planned Business Development to be known as "Tymber Creek Apartments", to allow the construction of a residential community consisting of 300 multifamily units, and associated site improvements, on that Property more particularly described and depicted in Exhibit "A" and which plan is illustrated in Exhibit "B", which are respectively 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 by strictly complied with.

2. Incorporate the uses and dimensional standards of the B-8 (Commercial) zoning district, except as otherwise provided in the development order.

3. *Signage.* Signage for the development shall meet Section 2-36(g)(1) of the City of Ormond Beach *Land Development Code*.

4. *Fences.* The developer may implement perimeter fencing on the Property as part of the development.

5. *Phasing.* The development may be built in one or more phases and in any order, in substantial accordance with the phasing plan, attached as

as Exhibit "C". Any revisions to the phasing plan may be processed as a minor amendment to this PBD Development Order.

6. *Lot Layout.* The actual count, location, and layout of the developed areas within the development shall be determined during site plan review and may be modified based on responses from and requirements of applicable permitting agencies and identified environmental conditions.

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 "B".

C. No material changed 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(C)(2) 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 three (3) 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(C)(2) 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. In the event a Neighborhood Improvement Officer determines there to be any violation, such Officer shall initiate appropriate code enforcement action for hearing before the City's Special Master.

H. In the event a building permit has not been issued within thirty-six (36) months, which date shall be _____, then this Development Order shall automatically become void and shall have no further legal effect per Chapter 1, Article II,

Section 1-14(C)(2), of the *Land Development Code.* If a building permit is issued on or before _____the project shall be vested.

I. This Planned Business Development Order shall be recorded in the public records of Volusia County, Florida, at the expense of VCP Ormond Beach II, LLC, a Florida limited liability company, the owner and developer, and its successors and assigns, and shall run with the real property described in Exhibit "A" attached hereto.

ORDERED this ____day of _____ 2022.

CITY COMMISSION
CITY OF ORMOND BEACH, a Florida municipal corporation

By: _____
BILL PARTINGTON
Mayor

(CITY SEAL)

Attest: _____
JOYCE A. SHANAHAN
City Manager

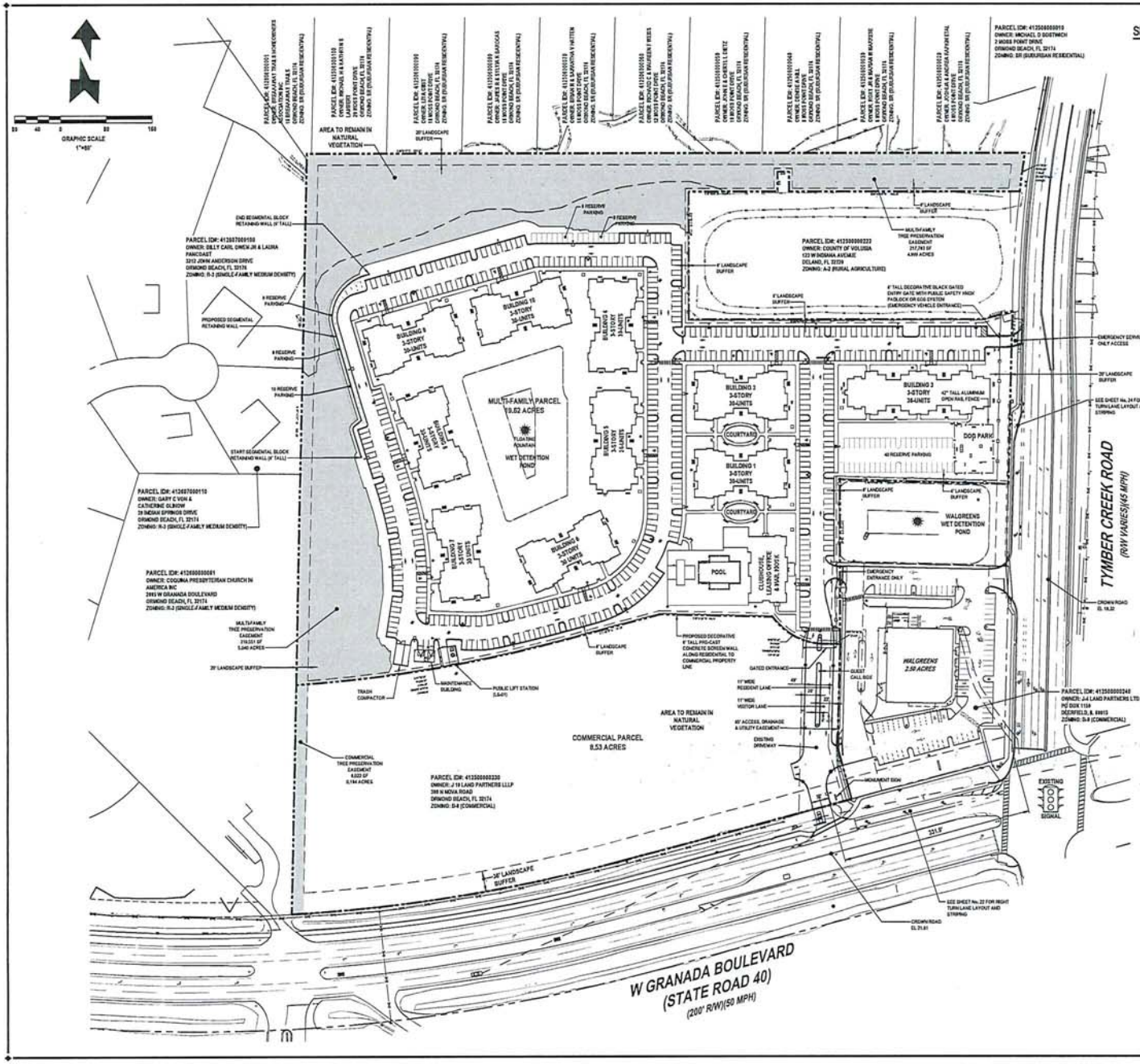
Exhibit A
Legal Description

A PORTION OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTWEST ¼ OF SAID SECTION 25 WITH THE WESTERLY RIGHT OF WAY LINE OF N. TYMBER CREEK ROAD AS NOW LAID OUT AND IN USE; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE S00°34'36"E, 251.98 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, S89°41'08"W, 294.01 FEET; THENCE S01°55'12"E, 288.06 FEET; THENCE S89°24'30"W, 21.05 FEET TO THE BEGINNING OF A CRUVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.00 FEET AND CENTRAL ANGLE OF 56°32'40"; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 112.50 FEET; THENCE S89°24'30"W, 196.16 FEET; THENCE S73°06'38"W, 181.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2396.93 FEET AND CENTRAL ANGLE OF 11°08'38"; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF SAID CURVE, 466.20 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE N00°43'37"W ALONG SAID WEST LINE, 930.26 FEET TO THE SOUTH LINE OF THE NORTH ¾ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 25; THENCE N88°04'47"E ALONG SAID SOUTH LINE, 1251.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD AND THE BEGINNING OF A NON TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2143.48 FEET, A CENTRAL ANGLE OF 01°49'56" AND A CHORD BEARING S05°22'45'W; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 68.55 FEET TO A POINT ON THE BOUNDARY OF THAT PROPERTY DESCRIBED AS PARCEL NUMBER: 103-POND 1, IN OFFICIAL RECORD BOOK 6966, PAGE 0009, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING EIGHT (8) CALLS: S88°04'48"W, 402.56 FEET; THENCE N01°55'12"W, 35.00 FEET; THENCE S88°04'48"W, 20.00 FEET; THENCE S01°55'12"E, 35.00 FEET; THENCE S88°04'48"W, 155.00 FEET; THENCE S01°55'12"E, 225.00 FEET; THENCE N88°04'48"E, 512.51 FEET; THENCE N72°33'09"E, 53.79 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID N. TYMBER CREEK ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°34'36"E, 49.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.62 ACRES, MORE OR LESS.

Exhibit B
Overall Development Plan



SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 3-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE, THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 3-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,910	0.432	2.2
EXTERIOR LANDSCAPE	67,354	1.544	7.9
INTERIOR LANDSCAPE	312,116	7.165	36.5
WET DETENTION PONDS	32,862	0.754	3.8
WETLANDS	104,588	2.402	12.2
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,915	7.755	39.5
TOTAL PERVIOUS	516,920	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.8
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS		
DATE	DESCRIPTION	
4/7/22	CITY COMMENTS	
5/2/22	CITY COMMENTS	

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7744
www.NewkirkEngineering.com
C.A. # 30203
L.C. # 26001284
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL DEVELOMENT PLAN

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

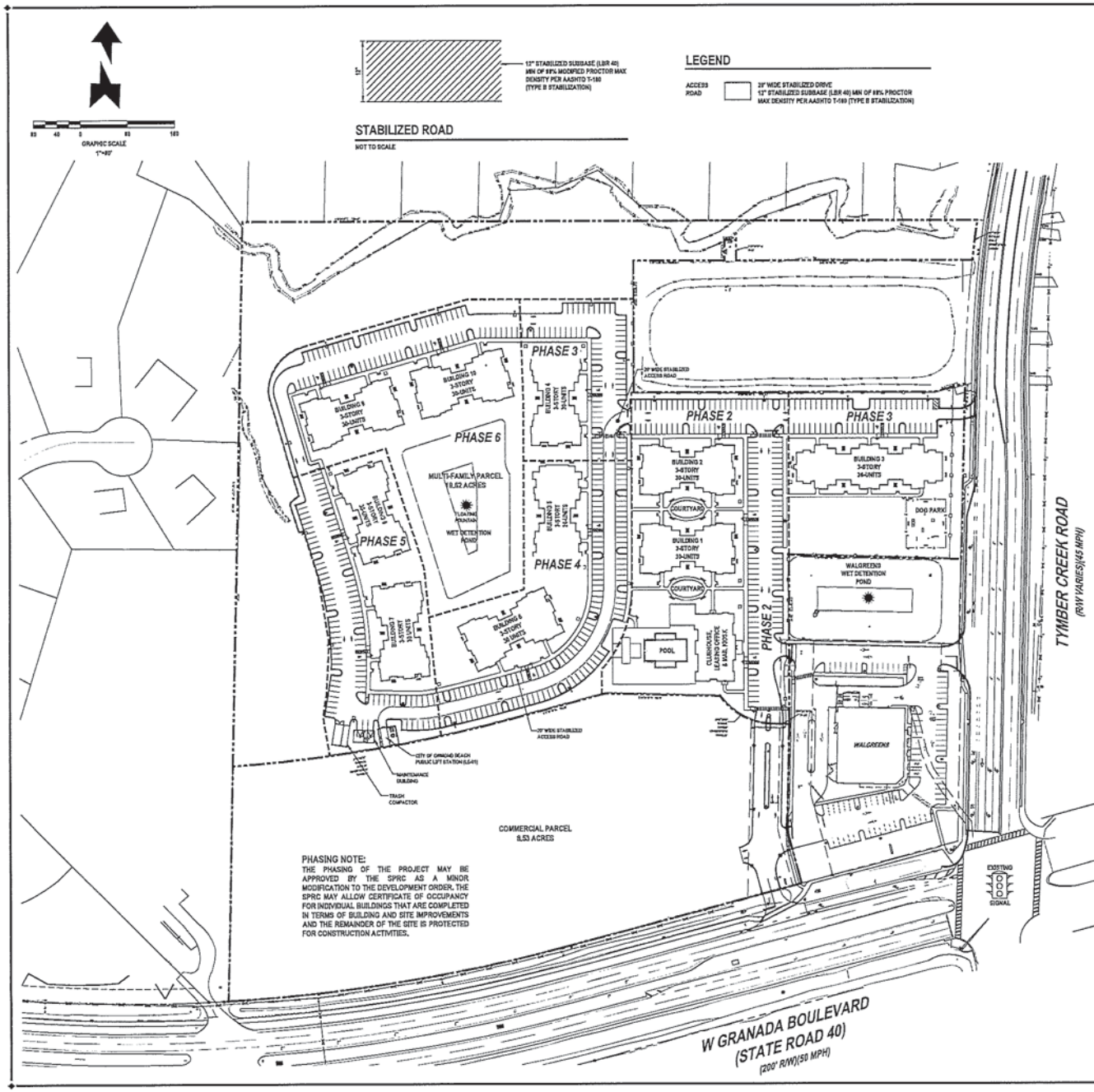
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No.	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	AWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

15

Exhibit C
Phasing Plan



PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL 20-FEET WIDE STABILIZED ACCESS ROAD TO LIFT STATION.
9. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE, 3/4 INCH OF ASPHALT AND CURBING.
10. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
11. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
12. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
13. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (SM") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3 & 4)

1. CONSTRUCT BUILDING 3 AND 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
8. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
9. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
10. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
11. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
12. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS A REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 4 (BUILDING 5 & 6)

1. CONSTRUCT BUILDING 5 AND 6 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 7, 8, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 7, 8, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTERS.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 9, 10 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 9, 10 AND WET DETENTION POND IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (SM") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NOREC NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS

1535 North US1, Suite 3
Ormond Beach, Florida 32174
(386) 672-2785 FAX 677-7734
www.NewkirkEngineering.com
C.A. # 30029
L.C. # 26002914
C 2613
Civil Engineering
Traffic Engineering CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 80'

DRAWING NUMBER

16

VOLUSIA COUNTY SCHOOLS

School Board of Volusia County

Mrs. Ida D. Wright, Chairman
Mrs. Linda Cuthbert, Vice-Chairman
Mr. Carl Persis
Mr. Ruben Colón
Ms. Jamie M. Haynes

Dr. Scott Fritz
Superintendent of Schools

July 27, 2020

Newkirk Engineering INC.
Harry Newkirk, PE
1230 N. US HWY 1 Ste. 3
Ormond Beach Fl. 32174

RE: Tymber Creek Apartments – Ormond Beach
School Capacity Review #20-07-27-001-R

School Concurrency Determination
Concurrency Letter

Dear Mr. Newkirk,

The District has reviewed the updated information for the residential project known as Tymber Creek Apartments, associated with 19.62+/- acres of property. The property is located at 2011 W. Granada Boulevard., located within the city limits of Ormond Beach. Information provided within the school concurrency application indicates the development activity will consist of three hundred (300) multifamily units.

The district uses a county wide Student Generation Rate (SGR) of (0.273) per single family and (0.127) per multi-family dwelling unit to calculate projected students[1]. By applying the SGRs to the unit types in Table 1 below, we find the project could generate thirty-four (39) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	.273	0	0
Multi Family Dwelling Unit	.127	300	38.1
Mobile/ Manufactured Home Dwelling Unit	.047	0	0
	Total		39

The schools impacted by this development are Pathways Elementary, David C. Hinson Middle School, and Mainland High School.

[1] Most recent student generation rates are found in the School Impact Fee Update dated February 19, 2019. Study performed by Tindale Oliver.

FACILITIES SERVICES
3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 · FAX: 386/506-5056

An Equal Opportunity Employer

Tymbe4r Creek Apartments – Ormond Beach
July 27, 2020

The Concurrency Analysis (Table 2) adjusts for impacts to the Concurrency Service Areas (CSAs) by accounting for current school year enrollments, existing reservations at the impacted schools, and the projected students generated by the applicant. These factors give an associated utilization or Level of Service (LOS) percentage for each CSA.

Concurrency Analysis

Table 2

Schools	Adopted LOS	SY 19/20 Enrollment	Active Reservations	Existing LOS w/ Res	Students Generated by Request	Result LOS
Pathways Elementary	115%	761	0	105%	17	107%
David C. Hinson Middle School	115%	1040	70	104%	10	105%
Halifax CSA (Mainland HS)	120%	7326	248	100%	11	100%
Other					1	

The adopted LOS standard at elementary and middle school is (115%) of permanent student stations, and (120%) for high school CSAs. This projected increase in students **will not** exceed the adopted LOS at the any school level; therefore, the school district does not have an objection to the proposed site plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

If you should have additional questions or require more information, please feel free to contact me at extension 50709.
Sincerely,

Stephanie B. Doster
Coordinator, Planning

Cc: Dr. Scott Fritz, Superintendent of Schools
Steven Grube, Director of Planning and Construction
Steven Sparker, Ormond Beach
Kiersta Hill, VCSB Planning Services Project File

FACILITIES SERVICES
3750 OLSON DRIVE, DAYTONA BEACH, FLORIDA 32124
PHONE: 386/734-7190 · FAX: 386/506-5056

An Equal Opportunity Employer

VOLUSIA COUNTY SCHOOLS

Certificate of School Concurrency

Volusia County School Board

Project Information	
Project Name	Tymber Creek Apartments
VCSB Project #	**20-07-27-001-R**
Jurisdiction Project#	
Parcel ID Numbers:	412500000221,412500000230
Project Location:	2011 W. Granada Blvd
# of residential units:	300
Residential Unit Type:	Multi Family
Property Owner/ Purchaser:	Tymber Creek Apartments LLC
Applicant/Agent Name:	Newkirk Engineering INC. Harry Newkirk

This School Concurrency Certificate shall reserve student stations for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

School Concurrency Analysis					
School Levels:	Elementary	Middle	High	Other	Total Student Stations Reserved
Students Generated	**17**	**10**	**11**	1	**39**
Comments: This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.					

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

Stephanie B. Doster
Coordinator, Planning

27 July 2020
Issue Date

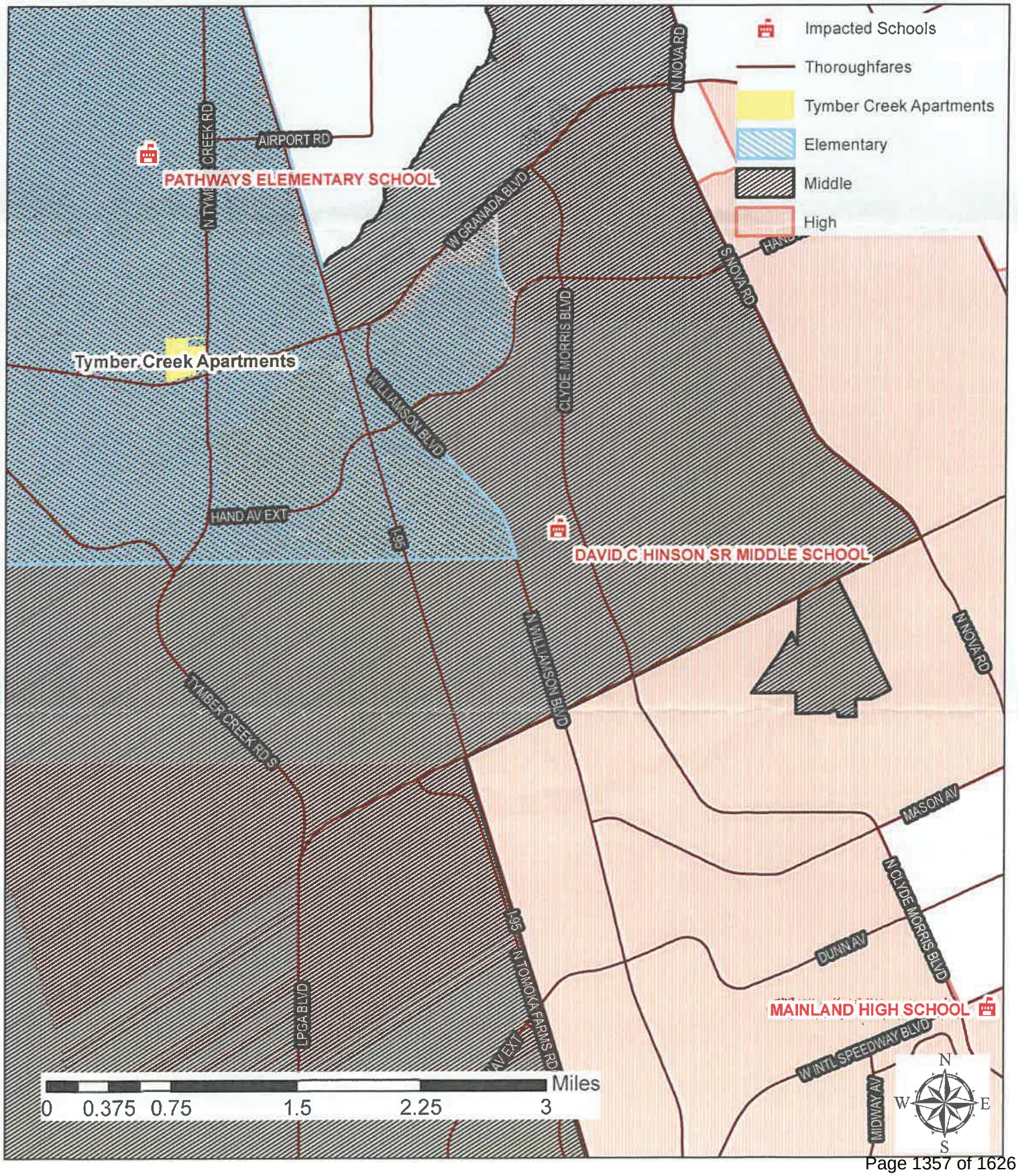
Created: 9/2007
Rev: 1/2018
Owner: Facilities Services

2008-072-VCS
Print Locally

VCSB Schools Impacted by Development

School Concurrency Review
Tymber Creek Apartments

Created by Facilities Services
June 2020



ATTACHMENT 7

Site plans

DWG.NO.	INDEX OF SHEETS DESCRIPTION
1	COVER
2-5	BOUNDARY AND TOPOGRAPHIC SURVEY
6-8	DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES
9-11	DEMOLITION AND SWPPP PLAN
12	STATE ROAD 40 RIGHT-OF-WAY SWPPP
12.1	STATE ROAD 40 RIGHT-OF-WAY SWPPP
13	TYMBER CREEK ROAD RIGHT-OF-WAY SWPPP
14	SWPPP DETAILS AND NOTES
15	OVERALL DEVELOPMENT PLAN
16	OVERALL PHASING PLAN
17-18	SITE LAYOUT PLAN
19-20	STRIPING AND SIGNAGE PLAN
21	S.R. 40 OVERALL TURN LANE IMPROVEMENTS
22	S.R. 40 RIGHT TURN LANE RIGHT-OF-WAY IMPROVEMENTS
23	S.R. 40 RIGHT TURN LANE R-O-W DRAINAGE & GRADING
23.1	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
23.2	S.R. 40 LEFT TURN LANE R-O-W DRAINAGE & GRADING
24	TYMBER CREEK ROAD RIGHT-OF-WAY IMPROVEMENTS
25	TYMBER CREEK ROAD R-O-W DRAINAGE & GRADING
26	DRAINAGE PLAN
27-28	DRAINAGE DETAILS
29	STORMTECH DETAILS
30	POST-DEV WATER TABLE CALCULATION PLAN
31	ACCESS ROAD DRAINAGE PLAN
32	ACCESS ROAD STORMTECH DETAILS
33	WALGREENS DRAINAGE MODIFICATION PLAN
34-35	GRADING PLAN
36-37	RETAINING WALL DETAILS AND NOTES
38-42	CROSS SECTIONS
43-44	UTILITY PLAN
45	PLAN AND PROFILE
46	PLAN AND PROFILE
47	PLAN AND PROFILE
48	PLAN AND PROFILE
49	PLAN AND PROFILE
50	PLAN AND PROFILE
51	UTILITY CONFLICT DETAILS
52	UTILITY DETAILS AND NOTES
53-55	CITY OF ORMOND BEACH LIFT STATION DETAILS
56-57	CITY OF ORMOND BEACH DETAILS
58	MISCELLANEOUS DETAILS AND NOTES
59-64	FDOT STANDARD CONSTRUCTION DETAILS
65-66	MAINTENANCE OF TRAFFIC
67	OVERALL LANDSCAPE PLAN
68-70	LANDSCAPE PLAN
71	LANDSCAPE PLAN (TYPICAL BUILDING TYPE 1, 2, AND 3)
72	LANDSCAPE DETAILS AND NOTES
73	TREE CREDIT CALCULATION PLAN
74-76	TREE REMOVAL PLAN
77	LANDSCAPE DETAILS AND NOTES
78	OVERALL IRRIGATION PLAN
79-81	IRRIGATION PLAN
82	IRRIGATION DETAILS AND NOTES
83	TREE PRESERVATION PLAN
84	OVERALL TREE PRESERVATION PLAN
85	WETLAND IMPACT / PRESERVATION PLAN
86	WETLAND BUFFER EXHIBIT
87	MEAN HIGH WATER MARK BUFFER EXHIBIT
88	BUILDING TO BUILDING SETBACK EXHIBIT
89	AUTOTURN TRUCK PLAN
90	EASEMENT PLAN
91	SITE PHOTOMETRIC PLAN
92	PHOTOMETRIC DETAILS

THE GENERAL CONTRACTOR SHALL ENSURE THAT ANY SUBCONTRACTOR HAS A COMPLETE SET OF CONSTRUCTION DRAWINGS FOR ITS RESPECTIVE WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR SUBCONTRACTORS ONLY UTILIZING INDIVIDUAL DRAWINGS FOR ITS WORK WHERE ADDITIONAL INFORMATION MAY BE CONTAINED ON OTHER DRAWINGS WITHIN THE SET.

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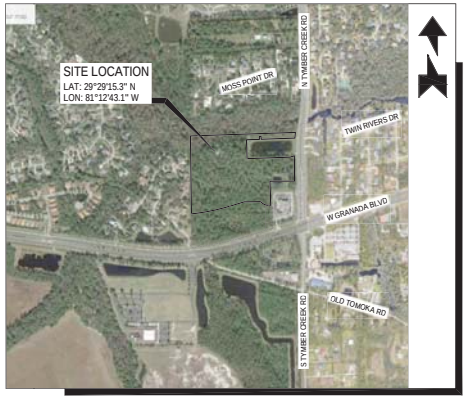
SITE PLAN DRAWINGS FOR

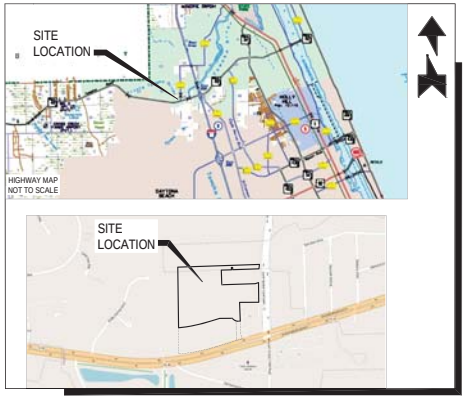
TYMBER CREEK APARTMENTS

SECTION 25, TOWNSHIP 14 S, RANGE 31 E
412500000221 & 412500000230
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

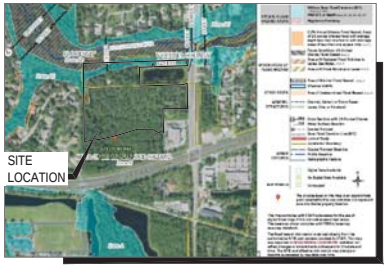
NOVEMBER 2021
REVISED OCTOBER 2022



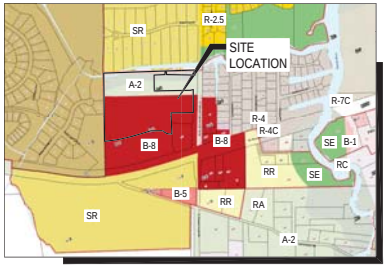
AERIAL MAP
SCALE: 1" = 700'



LOCATION MAP
SCALE: 1" = 1,200'



FLOOD ZONE MAP
SCALE: 1" = 700'
PANEL NO. 12127C0194 J
FLOOD ZONE "X" & "AE"



ZONING MAP
SCALE: 1" = 800'
PROJECT ZONING DISTRICT:
B-8 (COMMERCIAL)



SOILS MAP
SCALE: 1" = 500'
SOIL TYPES: SEE SITE AND GENERAL INFORMATION SHEET No. 5

LEGAL DESCRIPTION

SEE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS 2-5.

PROJECT STATEMENT

PROPOSE A 300-UNIT APARTMENT COMPLEX CONSISTING OF 10 APARTMENT BUILDINGS, CLUBHOUSE WITH POOL, MAINTENANCE BUILDING, TRASH COMPACTOR AND DOG PARK. THE PROJECT CONSISTS OF 19.62 ACRES WITH 7.787 ACRES OF IMPERVIOUS SURFACE.

JURISDICTIONAL AGENCY — PERMIT No.

CITY OF ORMOND BEACH (DEVELOPMENT ORDER)	PZ-22-008
FDEP (WASTEWATER)	.
FDEP (NPDES NOI)	FLR
FDOT (ACCESS)	2021-A-591-00078
FDOT (DRAINAGE)	2021-D-591-00042
FDOT (UTILITY)	.
SJRWMD (STORMWATER)	95674-3
VOLUSIA COUNTY (USE)	2020-P-USE-0578
VOLUSIA COUNTY HEALTH DEPARTMENT (WATER)	.

CONTACT NUMBERS

PLANNING & BUILDING - CITY OF ORMOND BEACH (386) 673-3238
WATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
WASTEWATER - CITY OF ORMOND BEACH UTILITY DEPARTMENT (386) 676-3220
GAS - TECO PEOPLES GAS - (386) 672-2232
ELECTRIC - FLORIDA POWER & LIGHT (386) 257-7502
TELEPHONE/CABLE - AT&T (386) 254-8550

PROJECT TEAM

PROPERTY OWNER/APPLICANT: VCP ORMOND BEACH II LLC
2120 S HIGHWAY A1A
VERO BEACH, FL 32963
EMAIL: GMCMILLAN@TELLUS-PARTNERS.COM
PHONE: (404) 798-5974

ENGINEER/ LANDSCAPE ARCHITECT/ AGENT: NEWKIRK ENGINEERING, INC.
1230 NORTH US1, SUITE 3
ORMOND BEACH, FL 32174
PHONE: (386) 872-7794
EMAIL: HARRY@NEWKIRK-ENGINEERING.COM

ARCHITECT: ENGLISH ASSOCIATES INC.
3084 MERCER UNIVERSITY DRIVE
ATLANTA, GA 30341
PHONE: (470) 395-6263
EMAIL: DENGLISH@ENGLISHASSOCIATESINC.COM

SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL 32127
PHONE: (386) 761-5385
EMAIL: WWW.SLIGERASSOCIATES.COM

GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, SUITE 3
SOUTH DAYTONA BEACH, FL 32119
PHONE: (386) 756-1105
EMAIL: BPOHL@UNIVERSALENGINEERING.COM

TRAFFIC: LASSITER TRANSPORTATION GROUP
1450 W GRANADA BOULEVARD, SUITE 2
ORMOND BEACH, FL 32174
PHONE: (386) 257-6996
EMAIL: INFO@LTG-INC.US

ENVIRONMENTAL: ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD, SUITE 202
LONGWOOD, FL 32779
PHONE: (407) 869-9434
EMAIL: BGRIFFY@ECSFL.CC

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Ormond Beach, Florida 32174
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LC.# 26000884
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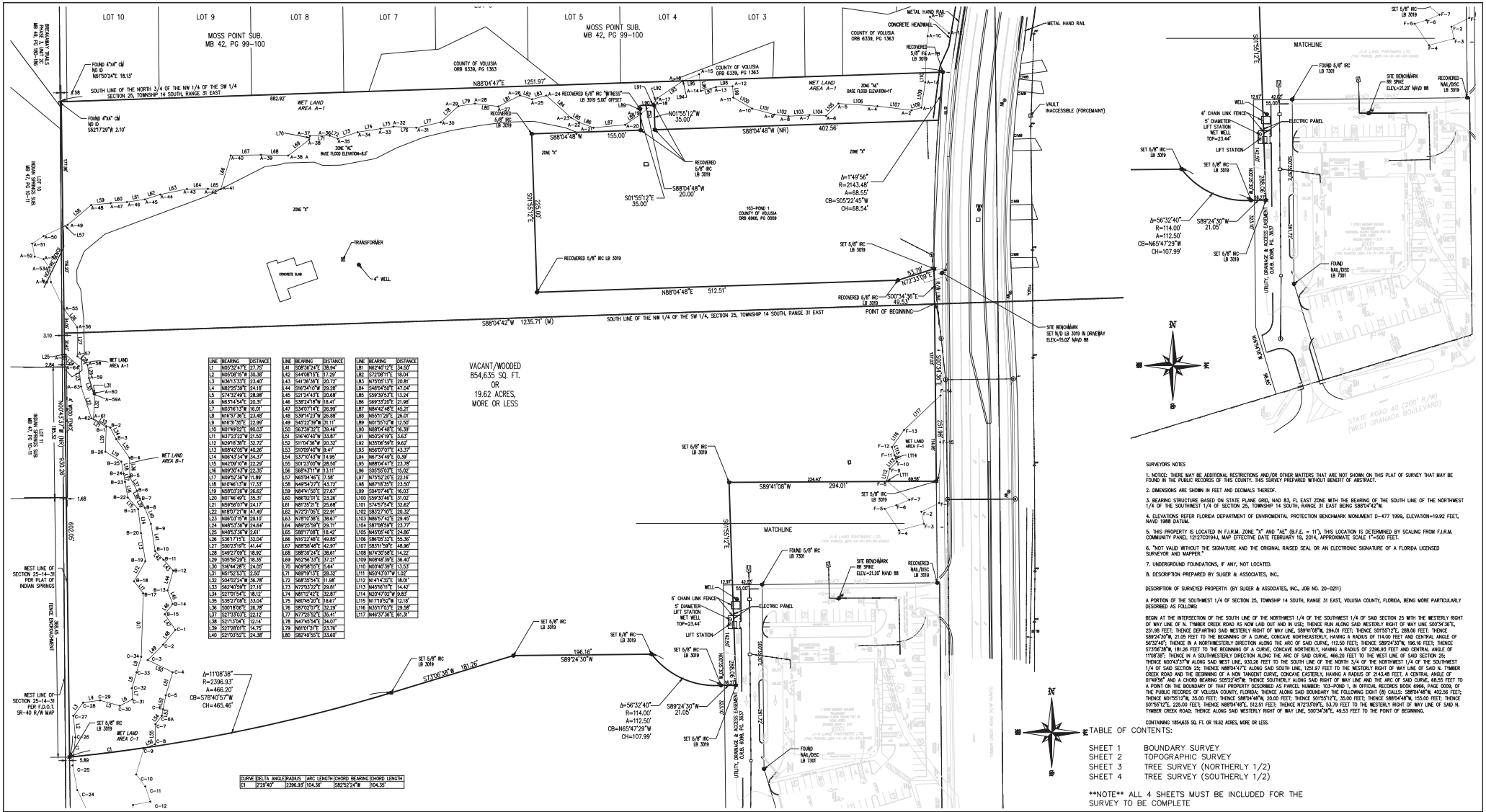
HARRY H. NEWKIRK, P.E. # 62971

DRAWING NUMBER
1

PROJECT No. 2020-06



LINE	BEARING	DISTANCE
L1	N05°32'47"E	27.75'
L2	N05°08'15"W	30.38'
L3	N36°13'35"E	23.40'
L4	N82°25'38"E	24.18'
L5	S74°32'49"E	28.98'
L6	N63°14'54"E	20.31'
L7	N03°16'13"W	16.01'
L8	N16°37'36"E	23.48'
L9	N16°31'35"E	22.89'
L10	N01°49'02"E	90.03'
L11	N37°23'22"W	21.50'
L12	N29°13'38"E	32.72'
L13	N08°42'05"W	40.26'
L14	N06°43'54"W	34.37'
L15	N42°09'10"W	22.29'
L16	N09°30'43"W	22.35'
L17	N09°52'36"W	11.89'
L18	N10°46'13"W	17.33'
L19	N58°03'26"W	26.62'
L20	N01°46'49"E	35.31'
L21	N59°26'01"W	24.17'
L22	N18°07'21"W	47.46'
L23	N06°03'15"W	29.10'
L24	N48°53'36"W	24.84'
L25	N48°53'36"W	2.61'
L26	S36°17'15"E	32.04'
L27	S00°23'19"E	41.44'
L28	S49°27'09"E	18.92'
L29	S05°56'29"E	18.35'
L30	S16°44'28"E	24.05'
L31	S85°52'53"E	2.50'
L32	S04°02'24"W	36.78'
L33	S62°40'59"E	27.16'
L34	S27°07'54"E	18.12'
L35	S35°27'08"E	33.04'
L36	S00°18'06"E	26.78'
L37	S27°37'03"E	22.12'
L38	S21°13'04"E	12.14'
L39	S27°28'01"E	14.75'
L40	S21°03'52"E	24.38'

LINE	BEARING	DISTANCE
L41	S08°36'24"E	38.04'
L42	S44°08'15"E	17.29'
L43	S41°36'36"E	20.72'
L44	S16°34'10"W	29.28'
L45	S01°24'43"E	20.68'
L46	S38°24'18"W	18.41'
L47	S34°07'14"E	26.89'
L48	S39°43'23"W	26.88'
L49	S45°22'39"W	29.11'
L50	S63°39'32"E	39.46'
L51	S16°40'40"W	33.87'
L52	S31°14'36"W	20.32'
L53	S10°09'40"W	9.41'
L54	S37°10'43"W	14.95'
L55	S01°33'00"W	18.50'
L56	S68°43'11"W	13.11'
L57	N65°04'46"E	7.58'
L58	N49°54'27"E	43.72'
L59	N84°41'50"E	27.67'
L60	N86°02'01"E	23.26'
L61	N87°36'21"E	25.68'
L62	N72°31'05"E	22.91'
L63	N78°01'38"E	38.67'
L64	N89°20'59"E	28.71'
L65	S88°17'08"E	18.42'
L66	N16°32'48"E	49.85'
L67	N88°58'48"E	42.97'
L68	S86°39'24"E	38.61'
L69	N52°56'33"E	37.21'
L70	N09°58'55"E	3.64'
L71	N89°19'13"E	28.32'
L72	S68°35'54"E	11.98'
L73	N72°53'22"E	29.81'
L74	N81°12'42"E	32.87'
L75	N80°45'20"E	18.67'
L76	S87°02'07"E	32.29'
L77	N77°25'52"E	25.41'
L78	N47°45'54"E	34.07'
L79	N81°01'31"E	23.76'
L80	S82°49'55"E	33.60'

LINE	BEARING	DISTANCE
L81	N62°40'12"E	34.50'
L82	S72°08'11"E	18.04'
L83	N70°05'13"E	20.81'
L84	S48°04'50"E	47.04'
L85	S59°39'53"E	13.24'
L86	S89°33'20"E	21.98'
L87	N84°42'48"E	45.21'
L88	N55°17'29"E	26.01'
L89	N01°55'12"W	12.50'
L90	N88°04'48"E	16.39'
L91	N50°24'19"E	3.67'
L92	N33°56'59"E	9.62'
L93	N56°07'07"E	43.37'
L94	N67°34'49"E	0.39'
L95	N89°14'47"E	23.78'
L96	S05°55'03"E	15.02'
L97	N75°52'20"E	22.16'
L98	N67°18'35"E	23.50'
L99	S04°07'46"E	16.03'
L100	S59°30'46"E	31.03'
L101	S74°57'54"E	32.62'
L102	S82°27'10"E	20.32'
L103	N86°57'42"E	29.46'
L104	S87°08'59"E	23.77'
L105	N45°05'46"E	24.86'
L106	S86°05'32"E	55.36'
L107	S83°11'59"E	48.96'
L108	N74°30'58"E	14.52'
L109	N08°48'39"E	38.40'
L110	N00°40'39"E	13.53'
L111	N50°43'07"W	11.02'
L112	N14°14'32"E	18.01'
L113	N45°16'11"E	14.42'
L114	N20°47'02"W	19.83'
L115	N17°19'52"W	12.18'
L116	N35°17'03"E	29.58'
L117	N46°37'36"E	81.31'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2°29'40"	2396.93'	104.36'	S82°53'24"W	104.35'

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY PREPARED WITHOUT BENEFIT OF ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. BEARING STRUCTURE BASED ON STATE PLANE GRID, NAD 83, FL EAST ZONE WITH THE BEARING OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST BEING S88°04'42"W.

4. ELEVATIONS REFER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BENCHMARK MONUMENT D-477 1999, ELEVATION=19.92 FEET, NAVD 1988 DATUM.

5. THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" AND "AE" (B.F.E. = 11'), THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. COMMUNITY PANEL 12127C0194J, MAP EFFECTIVE DATE FEBRUARY 19, 2014, APPROXIMATE SCALE 1"=500 FEET.

6. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

7. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

8. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC..

DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-0211)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.

TABLE OF CONTENTS:

SHEET 1 BOUNDARY SURVEY
SHEET 2 TOPOGRAPHIC SURVEY
SHEET 3 TREE SURVEY (NORTHERLY 1/2)
SHEET 4 TREE SURVEY (SOUTHERLY 1/2)

NOTE ALL 4 SHEETS MUST BE INCLUDED FOR THE SURVEY TO BE COMPLETE

UTILITY STATEMENT:

THE INACCESSIBLE UNDERGROUND UTILITIES SHOWN ON THIS SURVEY HAVE BEEN LOCATED FROM ABOVE GROUND FIELD UTILITY LOCATIONS PROVIDED BY SUNSHINE NETWORK, TICKET #_____ ON OR ABOUT 8-30-99 AND/OR EXISTING AS-BUILTS DRAWINGS PROVIDED BY THE CLIENT. SLIGER AND ASSOCIATES, INC. (S&A) MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. LIKEWISE S&A DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. ONLY THAT S&A HAS LOCATED THE UTILITIES AS ACCURATELY AS POSSIBLE FROM SAID FIELD LOCATIONS AND/OR AS-BUILTS PROVIDED BY OTHERS. S&A HAS NOT PHYSICALLY LOCATED THE ACTUAL INACCESSIBLE UNDERGROUND UTILITIES, EXCEPT AS SPECIFICALLY NOTED AND DEPICTED ON THIS DRAWING.

M/	WITH	TC	TOP COVER	CONC	CONCRETE	ABBREVIATIONS		RES	RESIDENCE		
CM	CONCRETE MONUMENT	WV	WATER VALVE	D	CENTRAL ANGLE	ELEC.	ILLUMINATING UTILITIES	—FC—	BURIED FIBER OPTIC CABLE	IRC	IRON ROD & CAP
TOB	TOP OF BANK	TSB	TRAFFIC SIGNAL BOX	R	RADIUS	INV	INVERT	—T—	BURIED TELEPHONE LINE	IPC	IRON PIPE & CAP
TOE	TOE OF SLOPE	FH	FIRE HYDRANT	L	ARC LENGTH	SEC	SECTION	—W—	BURIED WATER LINE	WCS	WELDED END SECTION
CLS	CENTERLINE OF SWALE	WM	WATER METER	CB	CHORD BEARING	T	TOWNSHIP	—E—	BURIED ELECTRIC LINE	RCP	REINFORCED CONCRETE PIPE
STA	STATION	LP	LIGHT POLE	CH	CHORD DISTANCE	RGE	RANGE	—G—	BURIED GAS LINE	CMP	CORRUGATED METAL PIPE
CO	CLEANOUT	IV	IRRIGATION VALVE	FP/ML CO	FLORIDA POWER & LIGHT COMPANY	R/W	RIGHT OF WAY	—TV—	BURIED TELEVISION LINE	MH	MANHOLE
SAN	SANITARY	GA	GUY ANCHOR			EL	ELEVATION	—FM—	BURIED FORCE MAIN	MB	MAP BOOK
ES	ELECTRIC SERVICE	CPP	CORRUGATED PLASTIC PIPE	NGVD	NATIONAL GEODETIC VERTICAL DATUM	(P)	PLATTED DIMENSION	—OH—	AERIAL UTILITY LINE	IP	IRON PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	DIP	DUCTILE IRON PIPE	(NR)	NON RADIAL	(D)	DEEDED DIMENSION			ORB	OFFICIAL RECORDS BOOK
VCP	VITREOUS CLAY PIPE	PVC	POLYVINYL CHLORIDE	(R)	RADIAL	(M)	MEASURED DIMENSION			PG	PAGE
CV	CHECK VALVE	DW	DRIVEWAY	℄	CENTERLINE	NAD	NAIL AND DISK	(C)	CALCULATED DIMENSION	ID	IDENTIFICATION
					UNITED STATES COAST AND GEODETIC SURVEY	RV	REUSE VALVE	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	TYPICAL
				USC & GS						REC	RECORDED

LEGEND

- IRON ROD WITH CAP
- IRON ROD
- IRON PIPE WITH CAP
- IRON PIPE
- FD "X"/CUT IN CONCRETE
- CONCRETE MONUMENT
- PERMANENT REFERENCE MONUMENT
- PERMANENT CONTROL POINT
- FDOC MAIN VALVE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- TELEPHONE BOX
- TRAFFIC SIGNAL BOX
- ELECTRIC BOX
- CABLE TELEVISION BOX
- MAIL BOX
- LIGHT POLE
- UTILITY POLE
- GUY ANCHOR
- CLEAN OUT
- SIGN
- TREE
- EXISTING ELEVATION
- TELEPHONE MANHOLE
- SANITARY MANHOLE
- STORM MANHOLE

ADDITIONAL ABBREVIATIONS-TREE LEGEND

CP	CAMPHOR TREE	SB	SUGARBERRY TREE
MP	MAPLE TREE	CD	CEDAR TREE
SYC	SYCAMORE TREE	EM	ELM TREE
OK	OAK TREE	CIT	CITRUS TREE
SG	SWEET GUM TREE	PN	PINE TREE
HK	HICKORY TREE	PM	PALM TREE
CB	CANNABERRY TREE	HY	HOLLY

TREE TYPE — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT — MULTIPLE TRUNKS — TREE SYMBOL

FOR: TELLUS PARTNERS

SCALE: 1"=40' FIELD BOOK: PAGES: SHEET 1 OF 3

TYPE OF SURVEY	SURVEY DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
SPECIFIC PURPOSE	:	–	–	–	–
BOUNDARY SURVEY	: X	– 18–	– X	– X	– X
TOPOGRAPHIC SURVEY	:	–	–	–	–
FOUNDATION LOCATION	:	–	–	–	–
FINAL IMPROVEMENTS	:	–	–	–	–
RECERTIFICATION	:	–	–	–	–

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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PLAT PREPARED FOR THE FOLLOWING (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	TELLUS PARTNERS	3-27-2020	20-0211
	CITY OF ORMOND BEACH, FLORIDA		

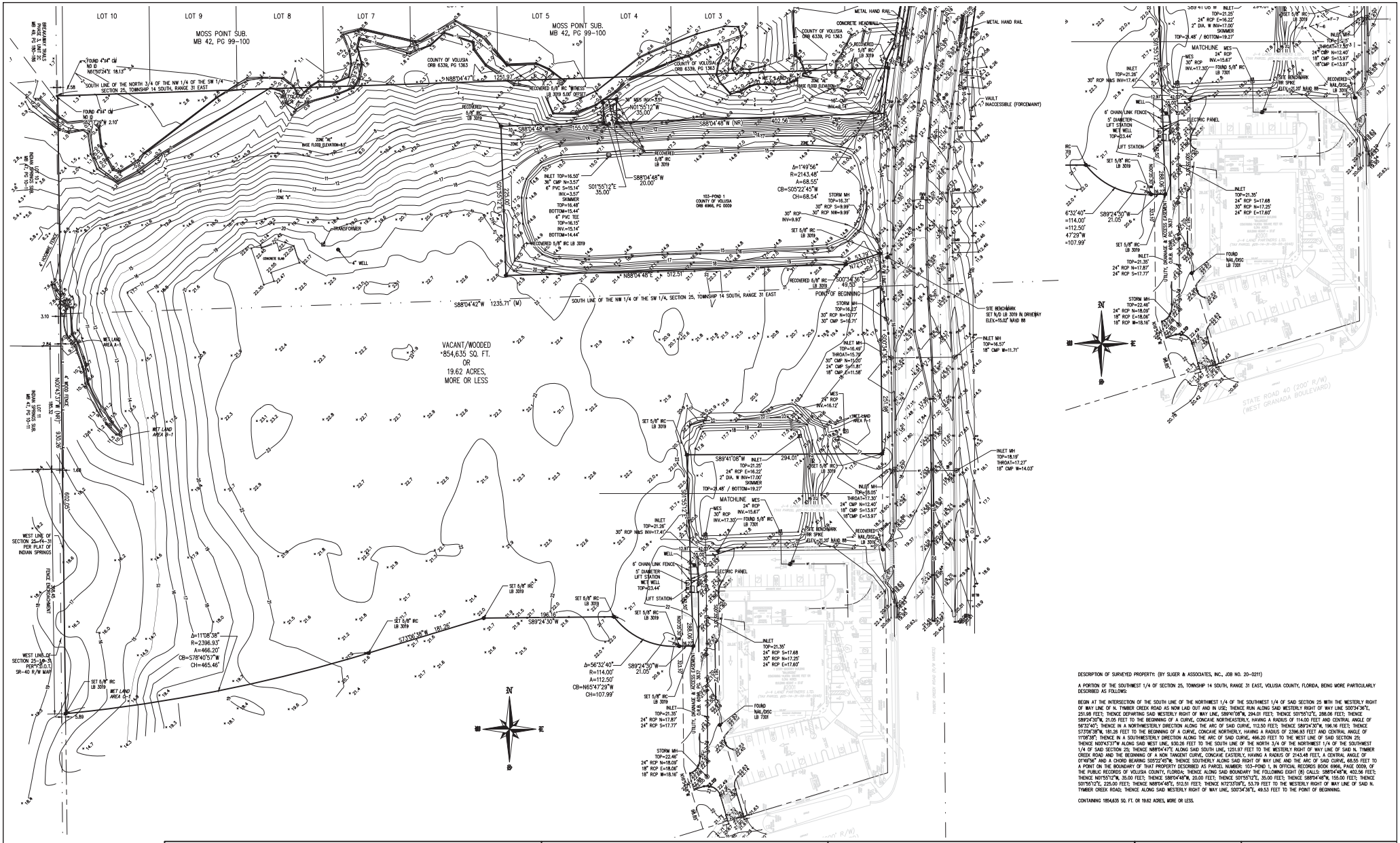
TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA

FOR: TELLUS PARTNERS 20-0211

BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
JEFF BARNES, PSM NO. 5576
G.D. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



DESCRIPTION OF SURVEYED PROPERTY: (BY SLIGER & ASSOCIATES, INC., JOB NO. 20-0211)

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CONTAINING 1854,635 SQ. FT. OR 19.62 ACRES, MORE OR LESS.

ADDITIONAL ABBREVIATIONS– TREE LEGEND

ASH	ASH TREE	MG	MAGNOLIA
BY	BAY TREE	MP	MAPLE TREE
CAM	CAMPHOR TREE	OK	OAK TREE
CD	CEDAR TREE	PM	PALM TREE
CB	CHINABERRY TREE	PN	PINE TREE
CY	CYPRESS TREE	SG	SWEET GUM TREE
EM	ELM TREE	UKN	UNKNOWN TREE

TREE TYPE — OK24 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

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TOPOGRAPHIC SURVEY

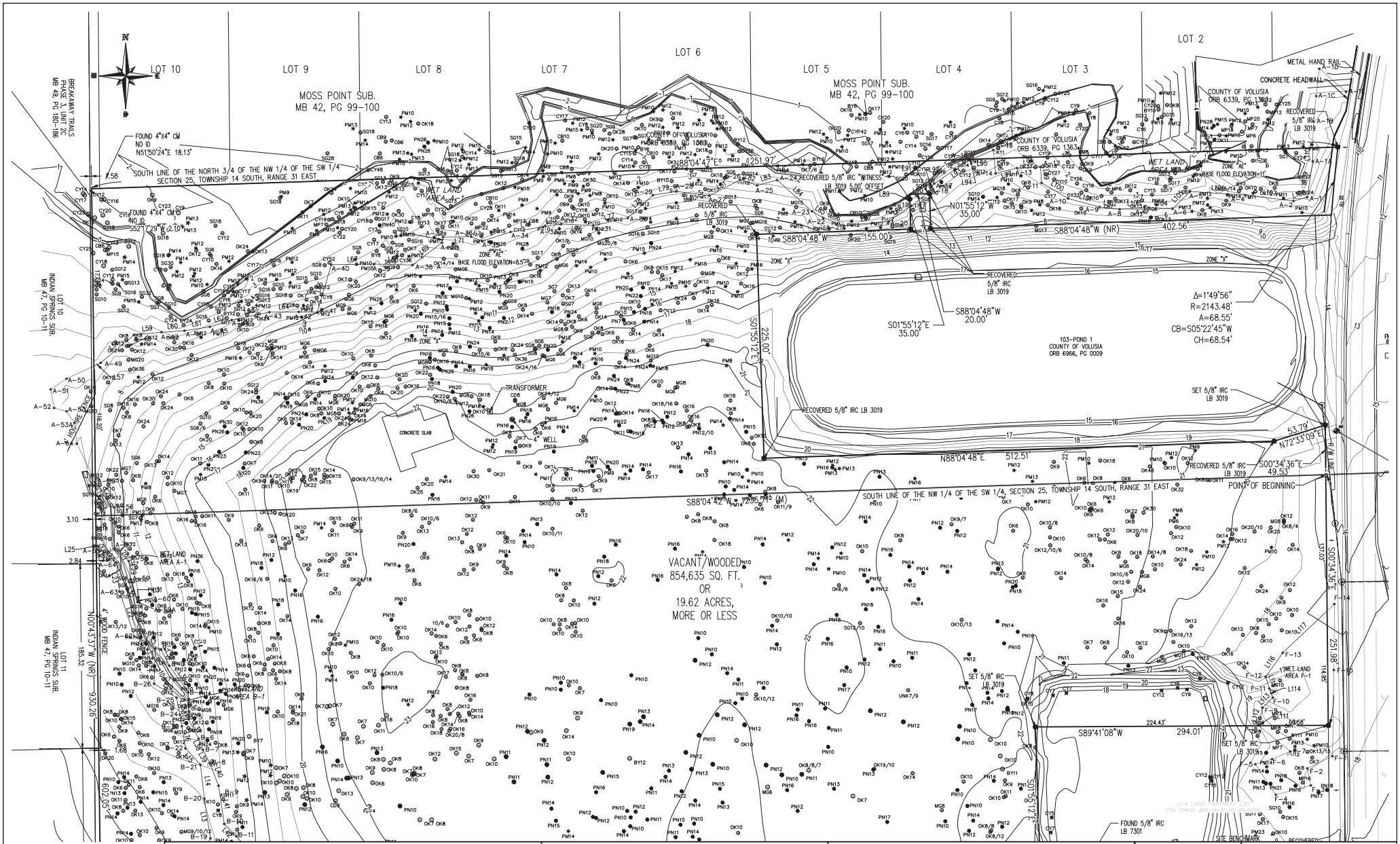
20-0211

SCALE: 1" = 60'

TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA

FOR: TELLUS PARTNERS

SHEET NO. 2 OF 4



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CB	CHINABERRY TREE	PN	PINE TREE
CY	CYPRESS TREE	SG	SWEET GUM TREE
EM	ELM TREE	UKN	UNKNOWN TREE

TREE TYPE — OK 24 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

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TREE SURVEY

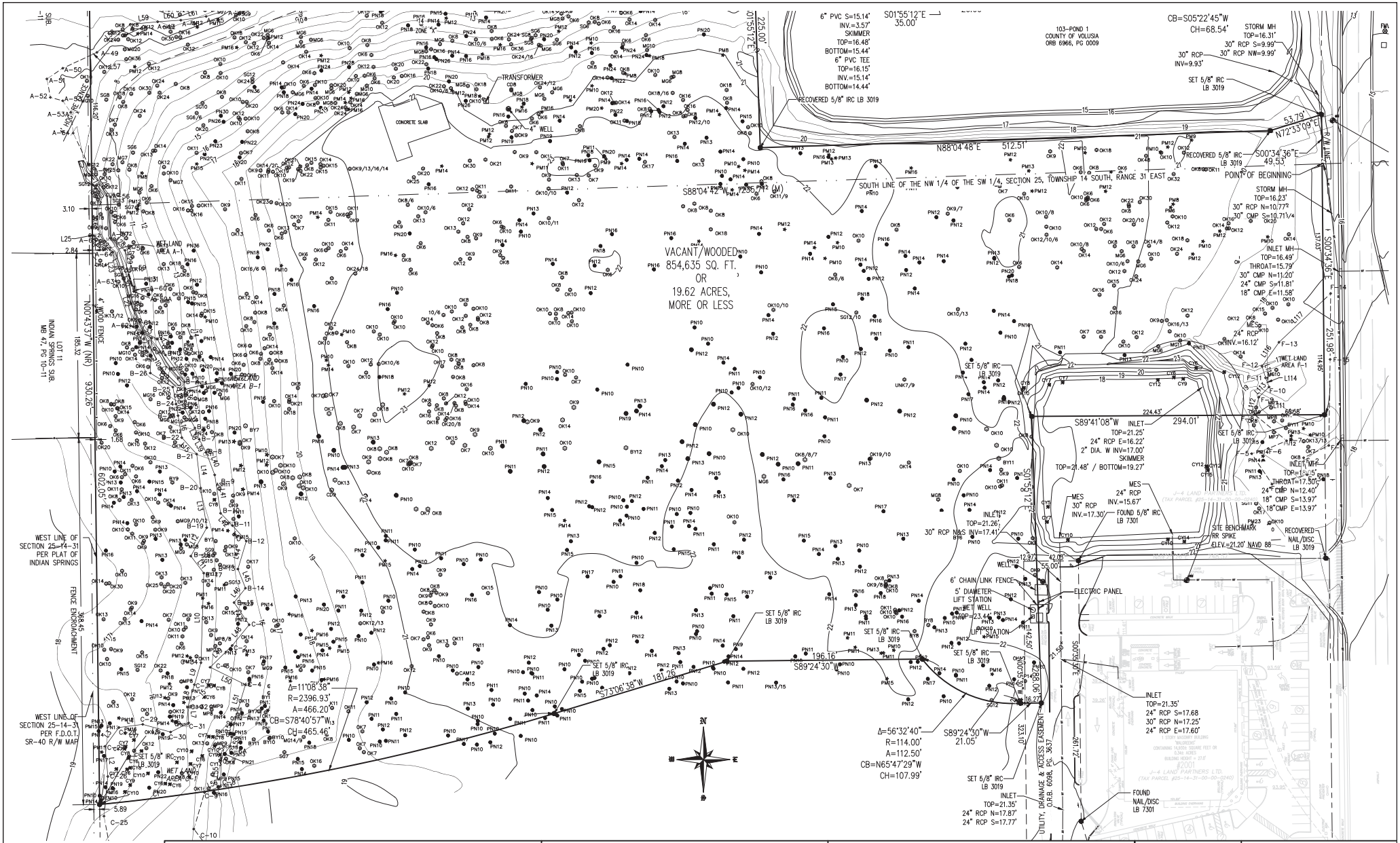
20-0211

SCALE: 1" = 40'

TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA

FOR: TELLUS PARTNERS

SHEET NO. 3 OF 4



ADDITIONAL ABBREVIATIONS– TREE LEGEND

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BY	BAY TREE	MP	MAPLE TREE
CAM	CAMPHOR TREE	OK	OAK TREE
CD	CEDAR TREE	PM	PALM TREE
CB	CHINABERRY TREE	PN	PINE TREE
CY	CYPRESS TREE	SG	SWEET GUM TREE
EM	ELM TREE	UKN	UNKNOWN TREE

TREE TYPE — OK24 — TREE SYMBOL; TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; 8 MULTIPLE TRUNKS

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TREE SURVEY

20-0211

SCALE: 1" = 40'

TYMBER CREEK APARTMENTS
ORMOND BEACH, FLORIDA

FOR: TELLUS PARTNERS

SHEET NO. 4 OF 4

GENERAL CONSTRUCTION NOTES

1. GOVERNING SPECIFICATIONS: CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, CURRENT EDITION. CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, CURRENT EDITION.
2. ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY SHALL CONFORM TO THE 2021 / 2022 EDITION OF THE FDOT DESIGN STANDARD INDEXES, THE 2017 EDITION OF THE FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE 2010 EDITION OF THE FDOT UTILITY ACCOMMODATIONS MANUAL.
3. ALL UTILITY MATERIAL, CONSTRUCTION AND TESTING COVERED BY THESE DRAWINGS SHALL COMPLY WITH THE CITY OF ORMOND BEACH STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS, LATEST EDITION. ALL UTILITY WORK AND CONNECTIONS SHALL BE COORDINATED WITH THE CITY OF ORMOND BEACH INSPECTORS.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL PERMITS AVAILABLE ON THE JOB SITE AT ALL TIMES.
5. THE CONTRACTOR SHALL MAINTAIN AT THE JOB SITE A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. ALL CHANGES TO PLANS SHALL BE INCORPORATED IN THE "AS-BUILT" RECORD DRAWINGS SURVEY PROVIDED BY CONTRACTOR FOR REVIEW AND APPROVAL FROM ENGINEER OF RECORD.
6. THE CITY OF ORMOND BEACH WILL OWN AND MAINTAIN ALL WATER, SEWER AND RECLAIM MAINS LOCATED WITHIN THE RIGHT-OF-WAY.
7. THE CONTRACTOR SHALL PAY FOR AND OBTAIN A SITE ENGINEERING BUILDING PERMIT. THE ENGINEER WILL SCHEDULE THE PRE-CONSTRUCTION CONFERENCE BEFORE THE CONTRACTOR'S START OF WORK. THE CONTRACTOR SHALL CONTACT THE BUILDING DEPARTMENT AT (386) 673-3238 FOR INFORMATION ON ISSUANCE OF CITY PERMITS AND / OR OTHER REQUIREMENTS.
8. SEPARATE BUILDING PERMIT APPLICATIONS ARE REQUIRED FOR: NEW BUILDINGS, CLUBHOUSE, TRASH COMPACTOR, RETAINING WALL, FENCE, SWIMMING POOL, GAZEBO, PLAYGROUND, LIGHT POLES AND SIGNS. CONTACT THE ORMOND BEACH BUILDING DEPARTMENT AT (386) 673-3238.
9. ALL WATER SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH "CITY OF ORMOND BEACH UTILITY SPECIFICATIONS AND STANDARD UTILITY DETAILS, CURRENT EDITION.
10. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH "DESIGN AND CONSTRUCTION STANDARDS", CITY OF ORMOND BEACH UTILITIES DEPARTMENT, CURRENT EDITION.
11. ALL RECLAIMED WATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH "DESIGN AND CONSTRUCTION STANDARDS", CITY OF ORMOND BEACH UTILITIES DEPARTMENT, CURRENT EDITION.
12. ALL ROADWAY SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
13. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS.
14. LAND CLEARING OF THE PROJECT IS NOT ALLOWED UNTIL THE CITY ENGINEER AND/OR PLANNING DEPARTMENT ISSUES A LAND CLEARING PERMIT.
15. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN ALL SHOP DRAWINGS. THE CONTRACTOR TO SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
16. THE LOCATION OF EXISTING UTILITIES HAS BEEN OBTAINED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THIS INFORMATION IS NOT GUARANTEED AND IT SHALL BE EACH CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT NATURE OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND TO NOTIFY NEWKIRK ENGINEERING, INC. AS TO DISCREPANCIES, IF ANY EXIST.
17. ALL SURVEY AND TOPOGRAPHICAL INFORMATION BASED ON SURVEY INFORMATION PROVIDED BY A1A SURVEYING INC.; CONTRACTOR TO COORDINATE WITH SURVEYOR FOR ALL CONSTRUCTION BENCHMARK INFORMATION.
18. ALL SURVEY AND TOPOGRAPHICAL INFORMATION IS BASED ON THE NAVD 1988 DATUM. ALL PROPOSED CONSTRUCTION ELEVATIONS ARE BASED ON THE NAVD 1988 DATUM. ALL PROPOSED ELEVATIONS REFER TO FINISH GRADES.
19. THESE DRAWINGS AND THE PROJECT MANUAL ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS.
20. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INSTRUCTING THE CONTRACTOR IN THE METHODS OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE METHOD TO CONSTRUCT THE IMPROVEMENTS AS SHOWN ON THE PLANS.
21. ANY CHANGES TO THE APPROVED PLANS REQUIRE COMPLETION OF THE CHANGE ORDER PROCESS.
22. LITTER CONTROL MEASURES TO PREVENT WIND-DRIVEN DEBRIS SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL DEBRIS SHALL BE REMOVED AND THE PROJECT SITE CLEANED WITHIN 30 DAYS OF COMPLETION OF CONSTRUCTION.
23. AT NO TIME SHALL EXCAVATIONS BE LEFT UNCOVERED AFTER WORKING HOURS. CONTRACTOR SHALL SECURE THE WORK AREA AT THE END OF EACH DAY'S WORK.
24. AT ALL TIMES, THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES, STRUCTURES AND OTHER ASSOCIATED FACILITIES FROM DAMAGE DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEASURES OF PROTECTION. ANY DAMAGED FACILITIES SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY OR ENGINEER AT THE CONTRACTORS EXPENSE.
25. THERE SHALL BE NO DEVIATIONS FROM THESE PLANS UNLESS APPROVED IN WRITING BY THE ENGINEER AND THE OWNER.
26. ALL DISTURBED AREAS SHALL BE FULLY SODDED.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CERTIFIED MATERIAL TEST RESULTS TO THE ENGINEER OF THE RECORD PRIOR TO THE RELEASE OF FINAL CERTIFICATION BY THE ENGINEER. TEST RESULTS MUST INCLUDE, BUT MAY NOT BE LIMITED TO, DENSITIES FOR SUBGRADE AND BASE DENSITIES AT UTILITY CROSSINGS, MANHOLES, INLETS, STRUCTURES. TEST SHALL INCLUDE ASPHALT GRADATION REPORTS, CONCRETE CYLINDERS, WATER MAIN TESTING, SANITARY SEWER TESTING, RECLAIM MAIN TESTING, ETC.
28. A MINIMUM OF 13'-0" OF VERTICAL CLEARANCE IS TO BE PROVIDED AND MAINTAINED FOR ALL ROADWAYS.
29. ALL ROADWAYS MUST HAVE A MINIMUM 25-FEET INSIDE AND 50-FEET OUTSIDE TURNING RADIUS.
30. WHERE NEW ASPHALT MEETS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
31. PRIOR TO REMOVING CURB OR GUTTER, THE ADJACENT ASPHALT SHALL BE SAW CUT TO PROVIDE A STRAIGHT EVEN LINE.
32. IF ANY MUCK-LINE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
33. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
34. ROAD CLOSURES ARE SEPARATE FROM THE PERMIT AND REQUIRE PLAN REVIEW AND APPROVAL WITH 7 DAY ADVANCE NOTICE FROM THE OWNER OF THE AFFECTED RIGHT-OF-WAY PRIOR TO ANY ROAD CLOSURES. A MAINTENANCE OF TRAFFIC PLAN IS REQUIRED FOR ALL SITE CONSTRUCTION JOBS.
35. DURING CONSTRUCTION, AN H-20 LOAD RATED ALL WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS AND EMERGENCY SERVICES.
36. ALL REQUIRED FIRE MAINS AND HYDRANTS SHALL BE INSTALLED AND OPERATIONAL PRIOR TO THE START OF VERTICAL BUILDING CONSTRUCTION.
37. NO BURYING OF ANY ORGANIC MATERIAL IS ALLOWED.
38. THERE WILL BE NO PROPOSED OVERHEAD UTILITY AND SERVICE LINES ASSOCIATED WITH THIS PROJECT. ALL UTILITY LINES AND SERVICES WILL BE INSTALLED UNDERGROUND.

EROSION CONTROL AND DEMOLITION CONSTRUCTION NOTES:

1. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING AT THE CITY PRIOR TO COMMENCE OF CONSTRUCTION.
2. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE SWPPP DURING CONSTRUCTION OPERATIONS.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL DEVICES HAVE BEEN INSTALLED.
4. ALL REASONABLE EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND TRANSPORT OF SEDIMENT MATERIAL TO INLETS, SURFACE DRAINS, WETLAND AND LAKE AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RESTORATION EFFORTS THAT MAY BE REQUIRED.
5. THE INSTALLATION OF TEMPORARY EROSION CONTROL BARRIERS SHALL BE COORDINATED WITH THE CONSTRUCTION OF THE PERMANENT EROSION CONTROL FEATURES TO THE EXTENT NECESSARY TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL OF EROSION AND WATER POLLUTION THROUGHOUT THE LIFE OF THE CONSTRUCTION PHASE.
6. THE TYPE OF EROSION CONTROL BARRIERS USED SHALL BE GOVERNED BY THE NATURE OF THE CONSTRUCTION OPERATION AND SOIL TYPE THAT WILL BE EXPOSED. SILTY AND CLAYEY MATERIAL USUALLY REQUIRE SOLID SEDIMENT BARRIERS TO PREVENT TURBID WATER DISCHARGE, WHILE SANDY MATERIAL MAY NEED ONLY SILT SCREENS TO PREVENT EROSION. DIVERSION DITCHES OR SWALES MAY BE REQUIRED TO PREVENT TURBID STORMWATER RUNOFF FROM BEING DISCHARGED TO OTHER WATER BODIES. IT MAY BE NECESSARY TO EMPLOY A COMBINATION OF BARRIERS, DITCHES, AND OTHER EROSIONTURBIDITY CONTROL MEASURES IF CONDITIONS WARRANT.
7. THE CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETE AND ALL BARED SOIL STABILIZED. SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF THE DEPTH OF THE CONTROL BARRIER SHALL BE IMMEDIATELY REMOVED AND REPLACED IN UPLAND AREAS.
8. THE CONTRACTOR SHALL SWEEP ALL ADJACENT ROADWAYS AND PARKING AREAS THAT ARE AFFECTED BY THE CONSTRUCTION PROCESS ON A DAILY BASIS OR AS REQUIRED.
9. THE CONTRACTOR IS TO CONTROL ALL FUGITIVE DUST ORIGINATING ON THIS PROJECT BY WATERING OR OTHER METHODS AS REQUIRED.
10. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSPECT AND MAINTAIN ALL EROSION CONTROL DEVICES AND KEEP THEM IN GOOD CONDITION. ANY IMPACTS DUE TO EROSION OR FAILURE OF ANY EROSION CONTROL DEVICES SHALL BE REPORTED TO THE ENGINEER AND RESPONSIBILITY FOR ALL SITE CONSTRUCTION JOBS.
11. ANY DISCHARGE OF STORMWATER RUNOFF FROM THIS SITE SHALL BE THROUGH A CONTROL DEVICE TO CONTROL TURBIDITY AND SEDIMENT TRANSPORT. THIS INCLUDES THE DISCHARGE FROM ANY DEWATERING OPERATIONS.
12. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL CRITERIA AS SET FORTH UNDER THE NPDES PERMITTING PROGRAM FOR CONSTRUCTION SITES OF THIS SIZE INCLUDING BUT NOT LIMITED TO THE ADHERENCE TO THE APPROVED POLLUTION PREVENTION CONTROL PLAN, TIMELY INSPECTIONS, PROJECT REPORTING AND DOCUMENTATION.
13. NO DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING STORM OR SANITARY SEWER SYSTEMS.
14. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMITS FOR THIS PROJECT. THE CONTRACTOR SHALL COMPLY WITH THE STORMWATER POLLUTION PREVENTION PLAN OF BOTH ON-SITE AND OFF-SITE IMPROVEMENTS. A SIGNED COPY OF THE STORMWATER POLLUTION PREVENTION PLAN IS TO BE KEPT ON THE PROJECT PREMISES AT ALL TIMES.
15. NO WORK WITHIN THE CITY RIGHT-OF-WAY, VOLUSIA COUNTY OR FLORIDA DEPARTMENT OF TRANSPORTATION SHALL BE COMMENCED WITHOUT 48 HOURS ADVANCE NOTICE TO THE CITY, COUNTY OR FDOT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF ORMOND BEACH PUBLIC WORKS / UTILITY DEPARTMENT, "811" AND EMERGENCY SERVICES FOR RESPECTIVE UTILITY LOCATIONS AND "NOTICE" OF CONSTRUCTION ACTIVITY.
17. THE CONTRACTOR SHALL POST "NO TRESPASSING" SIGNAGE AT ALL SITE ENTRANCES PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL OBTAIN A TREE REMOVAL PERMIT FROM THE LOCAL JURISDICTION PRIOR REMOVING ANY TREES FROM THIS PROJECT.
19. ALL REMOVED MATERIAL SHALL BE HAULED OFF-SITE TO AN APPROVED LANDFILL. TREES MAY BE LOGGED OR MULCHED FOR OFF-SITE DISPOSAL AT THE CONTRACTOR'S DISCRETION.
20. THE CONTRACTOR SHALL NOT ALLOW DEBRIS AND RUBBISH TO ACCUMULATE ONT THE SITE.
21. THE CONTRACTOR SHALL CLEAN UP THE JOB SITE IN AREAS WHERE CORE WORK IS TO BE PERFORMED UNDER THIS CONTRACT FOLLOWING DEMOLITION. THE CONTRACTOR SHALL REMOVE ALL DEBRIS, RUBBISH, TEMPORARY FACILITIES, AND EQUIPMENT. THE CONTRACTOR SHALL LEVEL SURFACE IRREGULARITIES AND LEAVE THE WORK IN A NEAT AND PRESENTABLE CONDITION.
22. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION PONDS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
23. SITE PREPARATION AND FILL OPERATIONS SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND RECOMMENDATIONS.
24. EXISTING STORM DRAINAGE TO REMAIN IN OPERATION AT ALL TIMES. CONTRACTOR TO MAINTAIN EXISTING, NEW OR TEMPORARY PIPING.
25. RELOCATION OF UTILITY POLES AND LINES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE INCLUDED AS PART OF THE PROJECT SCOPE AND COST.
26. ALL ASPHALT PAVEMENT REMOVALS SHALL BE VERTICAL SAWCUT. ALL CONCRETE PAVEMENT REMOVALS SHALL BE EITHER AT EXISTING JOINTS OR VERTICAL SAWCUT. ACTIVE SERVICES SHALL BE SEVERED WITH PROPER NOTICE GIVEN TO LOCAL UTILITY COMPANIES HAVING JURISDICTION.
27. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, CITY A MOT PLAN AT PRECONSTRUCTION MEETING. TRAFFIC SHALL BE ALLOWED TO CONTINUE DURING WORK. PROVIDE MEASURES TO DETOUR TRAFFIC AROUND OPEN EXCAVATION WITH ADEQUATE BARRICADES, SIGNAGE AND FLAGPERSON TO DIRECT TRAFFIC. EMERGENCY SERVICES SHALL BE NOTIFIED 48 HOUR IN ADVANCE.
28. IF ANY DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION THEN DEWATERING ACTIVITY SHALL ADHERE TO CHAPTER 40C-22 FAC MORE SPECIFICALLY AS FOLLOWS. PER 40C-22.030(3) A "NOTICED GENERAL SHORT-TERM DEWATERING PERMIT" IS REQUIRED "ONLY IF" DEWATERING EXCEEDS 4 MILLION GALLONS DER DAY, EXCEPT DURING THE FIRST 120 HOURS OF DEWATERING WHEN THE DAILY AND INSTANTANEOUS PUMPAGE RATES SHALL NOT EXCEED 6 MILLION GALLONS PER DAY. AVERAGE DAILY WITHDRAWAL SHALL NOT EXCEED 2 MILLION GALLONS PER DAY FOR THE FIRST 60 DAYS OF THE DEWATERING ACTIVITY AND SHALL NOT EXCEED ONE MILLION GALLONS PER DAY OF A 180 DAY DURATION. EACH SPECIFIC DEWATERING PROJECT SHALL NOT EXCEED 180 DAYS. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ANY DEWATERING ACTIVITY IS BELOW THE SPECIFIED THRESHOLD. OTHERWISE A PERMIT WILL BE REQUIRED AT THE EXPENSE OF THE CONTRACTOR. THE CONTRACTOR SHALL FAMILIARIZE ITSELF WITH CHAPTER 40C-22 FAC AND BE SOLELY RESPONSIBLE FOR OBTAINING AND SUBMITTING FORM RDS-50 TO SJRWMD A MINIMUM OF 10 DAYS PRIOR TO ANY DEWATERING ACTIVITY. SUBMITTAL OF FORM RDS-50 IS NOT REQUIRED IF DEWATERING IS 300,000 GALLONS PER DAY OR LESS AND WILL NOT EXCEED 30 DAYS IN DURATION.

SWPPP INSPECTIONS AND RECORD KEEPING:

INSPECTIONS ARE REQUIRED AT LEAST EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS FOLLOWING A RAINFALL EVENT OF ONE-HALF (½) OF AN INCH OF RAINFALL OR GREATER AND SHALL CONTINUE UNTIL THE SITE COMPLIES WITH FINAL STABILIZATION (NOTICE OF TERMINATION). INSPECTIONS MUST BE CONDUCTED BY A "QUALIFIED" INSPECTOR. "QUALIFIED" IS DEFINED AS A PERSON THAT A). HAS SUCCESSFULLY COMPLETED AND MET ALL REQUIREMENTS NECESSARY TO BE FULLY CERTIFIED THROUGH THE FDEP STORMWATER, EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM; B). HAS SUCCESSFULLY COMPLETED AN EQUIVALENT FORMAL TRAINING PROGRAM; OR C). THAT IS QUALIFIED BY OTHER TRAINING OR PRACTICAL EXPERIENCE IN THE FIELD OF STORMWATER POLLUTION PREVENTION AND EROSION AND SEDIMENTATION CONTROL. EACH INSPECTION MUST BE FOLLOWED UP BY A REPORT DOCUMENTING THE INSPECTOR'S FINDINGS AND REQUIRED THE REQUIRED MAINTENANCE AND/OR REPAIR FOR THE EROSION AND SEDIMENTATION CONTROL MEASURES. THESE RECORDS ARE USED TO PROVE THAT THE REQUIRED INSPECTION AND MAINTENANCE WERE PERFORMED AND SHALL BE PLACED IN THE SWPPP LEGGER. IN ADDITION TO INSPECTION AND MAINTENANCE REPORTS, RECORDS SHOULD BE KEPT OF CONSTRUCTION ACTIVITIES THAT OCCUR ON THE SITE. THE CONTRACTOR SHALL RETAIN COPIES OF THE SWPPP, ALL REPORTS AND DATA FOR A MINIMUM OF FIVE (5) YEARS AFTER THE PROJECT IS COMPLETE IN PAPER AND CD FORMAT.

SITE CLEARING AND GRADING CONSTRUCTION NOTES:

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

1. HOURS OF OUTSIDE CONSTRUCTION SHALL BE FROM 7 AM TO 7 PM MONDAY TO SATURDAY WITH NO OUTSIDE CONSTRUCTION ALLOWED ON SUNDAY.
2. 6-FEET TALL SCREENED CONSTRUCTION FENCING TO BE INSTALLED ALONG NORTH TYMBER CREEK ROAD PRIOR TO SITE CLEARING.
3. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER- STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
4. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, SILT FENCES, FLOATING TURBIDITY BARRIERS AND OTHER APPROVED BEST MANAGEMENT PRACTICES (BMP's). FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES.
6. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS.
7. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL. THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
8. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED.IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
11. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
12. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
13. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
14. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY 98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
15. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
16. STOCKPILING IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
17. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOP STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
18. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL "THAT COULD DECOMPOSE.
19. FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A Ph RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.
20. A @ TALL CONSTRUCTION FENCING WITH FABRIC SCREEN TO BE INSTALLED ALONG MAJOR ROADWAYS (TYMBER CREEK ROAD). THE CONSTRUCTION FENCING NEEDS TO BE INSTALLED PRIOR TO SITE CLEARING.

TEMPORARY SEEDING SPECIFICATION:

GENERAL
SEEDING CAN BE USED FOR TEMPORARY STABILIZATION. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS CEASED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED AND WATERED. AREAS WHERE FINAL GRADING HAS BEEN COMPLETED FOR MORE THAN 7 DAYS SHALL BE TEMPORARILY SEEDED. TEMPORARY SEED MIXTURE IS SPECIFIED BELOW.
SEEDING MIXTURES
SEED MIXTURE SHALL BE BERMUDA COMMON 90 LB PURE LIVE SEED PER ACRE, FIBER 2000 LB PER ACRE, STABILIZER 120 LB PER ACRE AND FERTILIZER 300 LB PER ACRE.
ALL SLOPES AND FLAT GRADE
APPLY 6-20-20 COMMERCIAL ORGANIC FERTILIZER AT A RATE OF 300 LB PER ACRE AND SEED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:
TEMPORARY SEEDING

PLANTING DATES	SEED VARIETY	APPLICATION RATE
MARCH 15 -	PENSACOLA BAHIA (SCARIFIED)	90
OCTOBER 15	BERMUDA COMMON (50% HULLED)	25
OCTOBER 16 -	PENSACOLA BAHIA (SCARIFIED)	100
MARCH 14	BERMUDA COMMON (50% HULLED)	35
	ANNUAL RYE GRASS	10
	RYE GRAIN	30

MULCH SEEDED AREA WITH 2 TONS PER ACRE CLEAN GRAIN STRAW. ANCHOR STRAW WITH HYDRAULIC WOOD FIBER MULCH AT THE RATE OF 1000 LB PER ACRE, OR 150-200 POUNDS OF ORGANIC MULCH TACKIFIER PER ACRE, OR USE NETTING.
HYDRO FIBER MULCH MIXTURE SHALL BE PERFORMED IN A TANK WITH A CONTINUOUS AGITATION AND RECIRCULATION SYSTEM WITH SUFFICIENT OPERATING CAPACITY TO PRODUCE A HOMOGENOUS SLURRY AND DISCHARGE SYSTEM WHICH WILL APPLY THE SLURRY AT A CONTINUOUS AND UNIFORM RATE. MIXTURE SHALL CONTAIN A GREEN FUGITIVE DYE AS AN APPLICATION INDICATOR.

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FOOT STANDARD PLANS FY 2019-20.
4. IT IS THE RESPON

LEGEND

NOTE: NOT ALL SYMBOLS SHOWN HERE MAY BE APPLICABLE TO THESE DRAWINGS, ALSO THERE MAY BE ADDITIONAL SYMBOLS WITHIN PLANS NOT SHOWN HERE, SEE INDIVIDUAL DRAWING LEGEND WHERE APPLICABLE.

- BENCHMARK ID
- BORING ID
- EXISTING CABLE TV PEDESTAL
- EXISTING CAP OR PLUG
- EXISTING CLEAN OUT
- EXISTING CONDUIT RISER/ MARKER
- EXISTING ELECTRIC METER
- EXISTING ELEVATION (SOFT)
- PROPOSED ELEVATION (SOFT)
- EXISTING ELEVATION (HARD)
- PROPOSED ELEVATION (HARD)
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING FLOW DIRECTION
- PROPOSED FLOW DIRECTION
- EXISTING GAS METER
- EXISTING GAS VALVE
- EXISTING GUY WIRE & ANCHOR PIN
- EXISTING MAIL BOX
- EXISTING MANHOLE (UNKNOWN)
- PROPOSED MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING ROAD SIGNS AND POSTS
- PROPOSED SIGN AND POST
- EXISTING TEE
- EXISTING UTILITY POLE
- EXISTING VALVE IRRIGATION
- EXISTING VALVE WATER
- PROPOSED WATER VALVE
- EXISTING WATER METER
- EXISTING STORM SEWER WITH INLET
- PROPOSED STORM SEWER WITH INLET
- FOUND 1/2" CAPPED IRON ROD L.B. #3724
- FOUND 1/2" IRON ROD (NO I.D.)
- FOUND 4" BY 4" CONCRETE MONUMENT L.B. #3724
- EXISTING EASEMENT
- EXISTING UNDERGROUND FIBER OPTIC CABLE
- EXISTING FORCE MAIN (# INDICATES SIZE)
- EXISTING GAS MAIN
- EXISTING OVERHEAD ELECTRIC CABLES
- EXISTING OVERHEAD TRAFFIC SIGNAL CABLE
- EXISTING RAW WATER MAIN (# INDICATES SIZE)
- EXISTING RECLAIM WATER MAIN (# INDICATES SIZE)
- PROPOSED SANITARY SEWER (# INDICATES SIZE)
- PROPOSED WATER MAIN (# INDICATES SIZE)
- EXISTING CONTOUR
- PROPOSED CONTOUR (SOFT)
- PROPOSED CONTOUR (HARD)
- EXISTING UNDERGROUND TELEPHONE CABLE
- EXISTING UNDERGROUND TELEVISION CABLE
- EXISTING UNDERGROUND ELECTRICAL POWER CABLE
- JURISDICTIONAL WETLAND LINE
- EXISTING SANITARY SEWER (# INDICATES SIZE)
- EXISTING WATER MAIN (# INDICATES SIZE)
- EXISTING PIPE OR CONDUIT (TYPE SPECIFIED)
- EXISTING SWALE OR CENTER OF DITCH
- PROPOSED SWALE OR CENTER OF DITCH
- EXISTING TOP OF DITCH BANK
- EXISTING BOTTOM OF DITCH BANK
- EXISTING WOOD FENCE
- EXISTING WIRE OR CHAIN LINK FENCE
- PROPOSED WIRE OR CHAIN LINK FENCE
- PROPOSED SILT/SEDIMENT FENCE
- PROPOSED COIR ROLL OR WATTLE
- PROPOSED FLOATING TURBIDITY BARRIER
- PROPOSED TREE PROTECTION

VOLUSIA COUNTY IRRIGATION NOTES:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE.
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE.
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE.
4. BACKFLOW PREVENTION METHODS AND OTHER PROVISIONS PRESCRIBED IN SECTION 74-42.
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL.
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED.
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES) AND SOIL CHARACTERISTICS.
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE.
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES.
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LAND SLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER AND PREVAILING WINDS.
11. A MINIMUM SEPARATION OF FOUR INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT.
12. A MINIMUM SEPARATION OF 12 INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES.
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS AND DRIVES.
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE.
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE FEET PER SECOND OR LESS.
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY.
17. PRESSURE REGULATING HEADS.
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.
19. IRRIGATION SYSTEM DESIGN WILL BE PERMITTED THROUGH VOLUSIA COUNTY.

VOLUSIA COUNTY LANDSCAPE REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED 50 PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED 25 PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO 75 PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SECTION 50-373(b)(4).
4. IN THE ALTERNATIVE TO (1), (2), AND (3) ABOVE, IF 25 PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING 75 PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA. FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
   - NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA.
   - ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED.
   - MECHANICAL MOWING OR CLEARING IS PROHIBITED.

VOLUSIA COUNTY CONTRACTOR LICENSE REQUIREMENTS:

NO PERSON MAY INSTALL OR REPAIR AN IRRIGATION SYSTEM IN VOLUSIA COUNTY UNLESS THEY POSSESS A VALID IRRIGATION CERTIFICATE OF COMPETENCY FROM THE DEPARTMENT. THE FOLLOWING PERSONS ARE EXEMPTED FROM HAVING TO POSSESS A CERTIFICATE OF COMPETENCY:

- LICENSED FLORIDA WATER WELL CONTRACTORS AND FLORIDA STATE CERTIFIED PLUMING CONTRACTORS.
- FLORIDA STATE REGISTERED PLUMBING CONTRACTORS.
- PROPERTY OWNERS WHO PERSONALLY PERFORM CONSTRUCTION, MAINTENANCE OR REPAIRS ON AN IRRIGATION SYSTEM THAT SERVES HIS OR HER OWNER-OCCUPIED SINGLE FAMILY RESIDENCE.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS - 2020 / 2021 AND QUALIFIED PRODUCTS LIST

INDEX NO.	DESCRIPTION	INDEX NO.	DESCRIPTION
102	TEMPORARY EROSION AND SEDIMENT CONTROL	514	OPTIONAL BASE GROUP AND STRUCTURAL NUMBERS
425-010	STRUCTURE BOTTOMS - TYPES J AND P	330-001	TURNOUTS
205	PIPE BACKFILL	546	SIGHT DISTANCE AT INTERSECTIONS
425-021	CURB INLET TOPS - TYPES 5 & 6	102-600	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES
425-024	CURB INLET TOP - TYPE 9	102-602	TWO-LANE, TWO-WAY, WORK ON SHOULDER
425-052	DITCH BOTTOM INLETS - TYPES C, D, E AND H	102-603	TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY
430-022	SIDE DRAIN MITERED END SECTION	102-660	PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS
520-001	CURB & CURB AND GUTTER	700-101	TYPICAL SECTIONS FOR PLACEMENT OF SINGLE & MULTIPLE-COLUMN SIGNS
522-002	PUBLIC SIDEWALK CURB RAMPS	711-001	SPECIAL MARKING AREAS
350-001	CONCRETE PAVEMENT JOINTS		
522-001	CONCRETE SIDEWALK		
120-001	EMBANKMENT UTILIZATION		

ABBREVIATIONS

AWWA	AMERICAN WATER WORKS ASSOCIATION	H/C	HANDICAP	SAN	SANITARY
CMP	CORRUGATED METAL PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SH	SEASONAL HIGH
CPP	CORRUGATED PLASTIC PIPE	INV	INVERT	SJRWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
CTV	CABLE TELEVISION	K_H	HORIZONTAL PERMEABILITY	SMH	SANITARY MANHOLE
DIP	DUCTILE IRON PIPE	K_V	VERTICAL PERMEABILITY	SS	SANITARY SEWER
ESMT	EASEMENT	KO	KNOCK OUT	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
EXIST	EXISTING	LF	LINEAL FEET	TSB	TEMPORARY SEDIMENT BASIN
FAC	FLORIDA ADMINISTRATIVE CODE	MB	MAP BOOK	TYP	TYPICAL
FACBC	FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION	MES	MITERED END SECTION	UGE	UNDERGROUND ELECTRIC
		MJ	MECHANICAL JOINT	UGT	UNDERGROUND TELEPHONE
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	N/A	NOT APPLICABLE	USACOE	UNITED STATES ARMY CORPP OF ENGINEERS
		NIC	NOT IN CONTRACT	W	WATER (POTABLE)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	NGVD	NATIONAL GEODETIC VERTICAL DATUM		
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	OHE	OVERHEAD ELECTRIC		
		OR	OFFICIAL RECORD		
FH	FIRE HYDRANT	PG	PAGE		
FOC	FIBER OPTIC CABLE	PSI	POUNDS PER SQUARE INCH		
FF EL	FINISH FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE		
FM	FORCE MAIN	PVMT	PAVEMENT		
FPD	FEET PER DAY	R	RADIUS		
G	GAS	RCP	REINFORCED CONCRETE PIPE		
GW	GROUND WATER	RPM	REFLECTIVE PAVEMENT MARKER		
		R/W	RIGHT-OF-WAY		

SITE AND GENERAL INFORMATION

1. THE PROPERTY AREA BOUNDARY CONSISTS OF 854,635 SF OR 19.620 ACRES. FOR BOUNDARY AND TOPOGRAPHIC SURVEY REFER TO THE SURVEY PERFORMED BY SLIGER AND ASSOCIATES (SEE SHEET No. 2.1, 2.2, 2.3 & 2.4 OF THESE PLANS).
2. THE EXISTING ZONING IS B-8 (COMMERCIAL) AND A-2 (RURAL AGRICULTURE). THE PROPOSED ZONING IS PBD (PLANNED BUSINESS DEVELOPMENT).
3. THE FLUM IS (1) OPEN SPACE / CONSERVATION, (2) RESIDENTIAL, OFFICE RETAIL AND (3) GENERAL COMMERCIAL.
4. THE TAX PARCEL NUMBERS ARE 412500000221 AND 412500000230.
6. THE EXISTING SITE CONDITION IS UNDEVELOPED. THE FLUCFCS LAND USE IS (191) UNDEVELOPED LAND WITHIN URBAN AREAS.
7. PER THE USDA NATURAL RESOURCES CONSERVATION SERVICE FOR VOLUSIA COUNTY, THE SCS SOILS MAP INDICATES THE SITE CONSISTS OF (1) APOPKA FINE SAND, 0 TO 5 PERCENT SLOPES, (19) DELAND FINE SAND, 0 TO 5 PERCENT SLOPES, (22) ELECTRA FINE SAND, 0 TO 5 PERCENT SLOPES, (23) FARMTON FINE SAND AND (51) POMONA-ST. JOHNS COMPLEX.
8. THE SITE IS LOCATED WITHIN ZONE "X" & "AE" PER FEMA MAP PANEL No. 12127C0194 J, DATED FEBRUARY 19, 2014.
9. ELECTRICAL UTILITY SERVICE WILL BE PROVIDED BY FLORIDA POWER & LIGHT. NATURAL GAS WILL BE PROVIDED BY TECO PEOPLES GAS COMPANY. TELEPHONE, CABLE AND INTERNET SERVICE WILL BE PROVIDED BY AT&T. CABLE TV AND INTERNET CAN ALSO BE PROVIDED BY SPECTRUM.
10. SOLID WASTE WILL BE COLLECTED AND DISPOSED OF BY WASTE PRO, INC.
11. THE SITE IS NOT LOCATED WITHIN THE LIMITS OF A WELLHEAD PROTECTION ZONE AND THERE IS NO ORDINARY HIGH WATER (OHW) LINE WITHIN THE SITE.
12. STORMWATER WILL BE PROVIDED BY INTERCONNECTED EXFILTRATION AND DRY RETENTION PRE-TREATMENT TO WET DETENTION POND SYSTEM.
13. POTABLE WATER AND WASTEWATER UTILITIES PROVIDED BY CITY OF ORMOND BEACH.
14. IRRIGATION SERVICE WILL BE PROVIDED BY PRIVATE WELL.
15. ACCESS WILL BE PROVIDED FROM S.R. 40 (GRANADA BOULEVARD) WITH A RIGHT-IN AND RIGHT-OUT DRIVEWAY. EMERGENCY ACCESS WILL BE PROVIDED BY CONNECTION TO WALGREENS.

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	312,116	7.165	36.5
WET DETENTION PONDS	32,862	0.754	3.8
WETLANDS	104,588	2.402	12.3
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX
1.5 SPACES PER 1 BEDROOM x 168 = 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120 = 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120 = 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12 = 24 SPACES
TOTAL REQUIRED PARKING = 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26010584
NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

DEVELOPMENT INFORMATION AND CONSTRUCTION NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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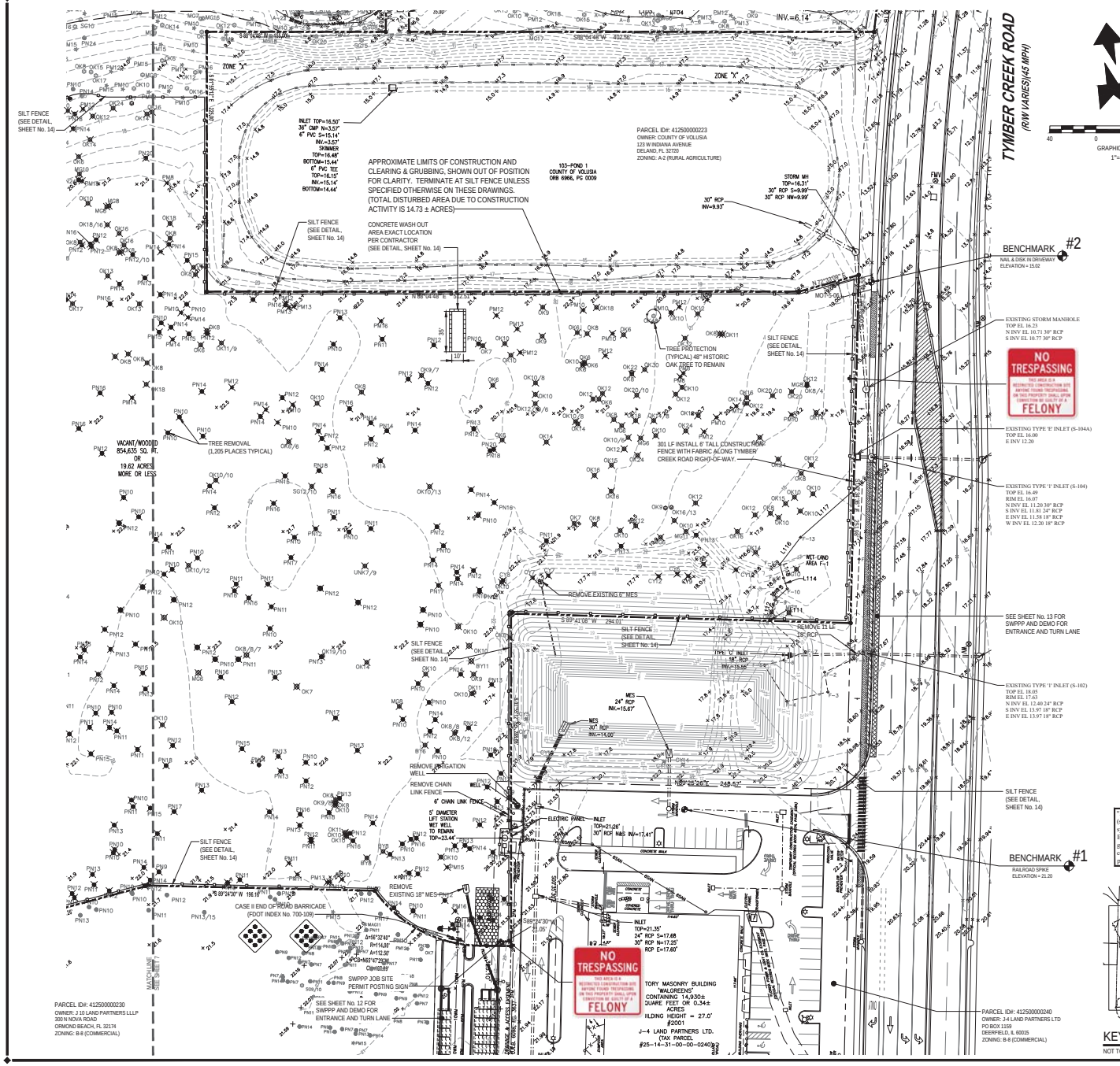
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

8



LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PINE TREE	PN
SWEETGUM TREE	SG

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	OK	3	0
		7	0

"I, Harry Newkirk, Florida P.E. No. 62971, certify under penalty of law that this SWPPP plan, SWPPP manual (separate document) and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations."

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
10 22	NEI

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DEMOLITION, TREE REMOVAL AND SWPPP PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

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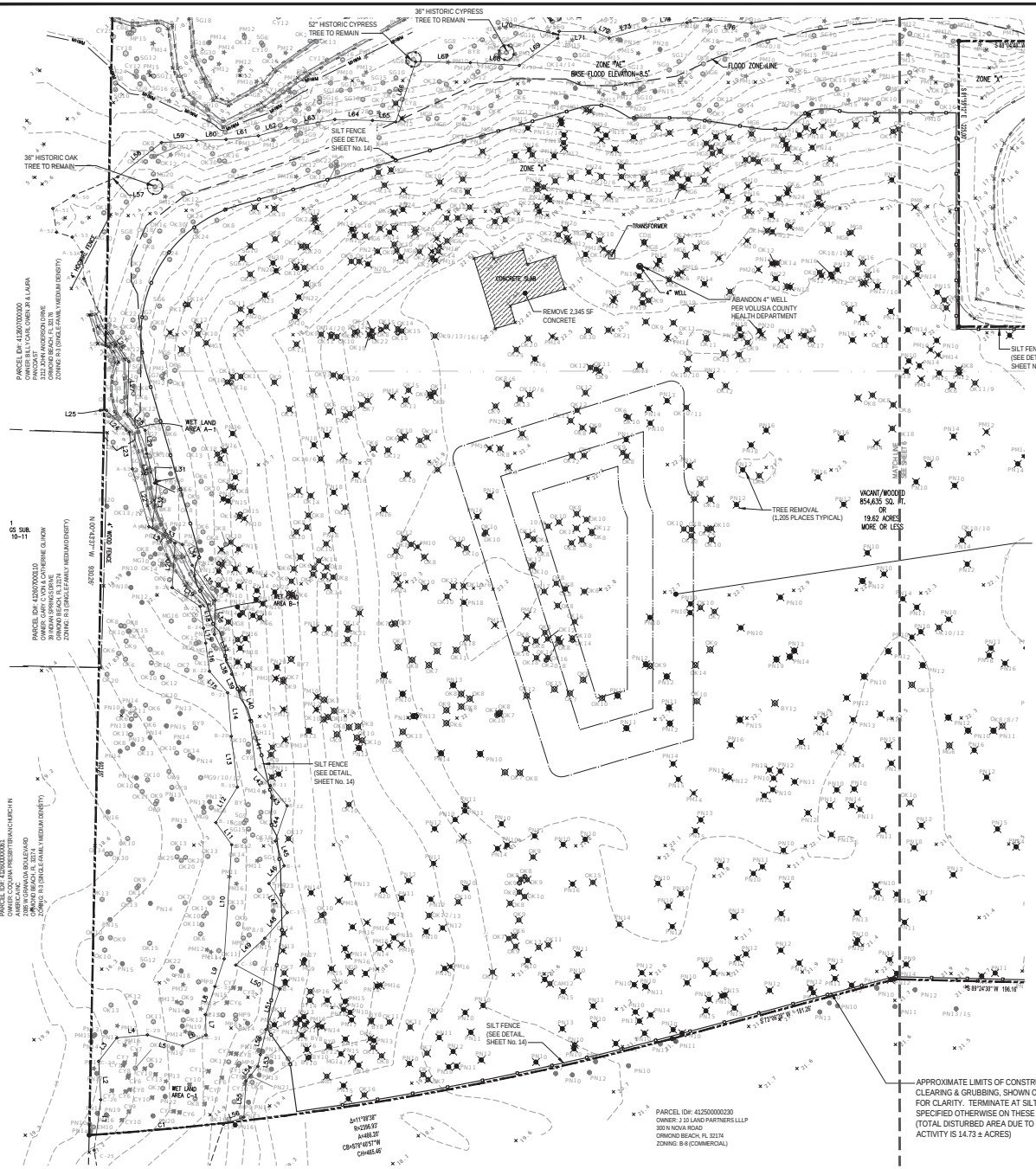

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 11)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 11)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
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BENCHMARK INFORMATION:

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OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

HISTORIC TREE LEGEND :

		EXISTING	REMOVED
CYPRESS TREE	CY	4	0
OAK TREE	OK	3	0
		7	0

SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PINE TREE	PN
SWEETGUM TREE	SG

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KEY MAP
NOT TO SCALE

WARNING !!
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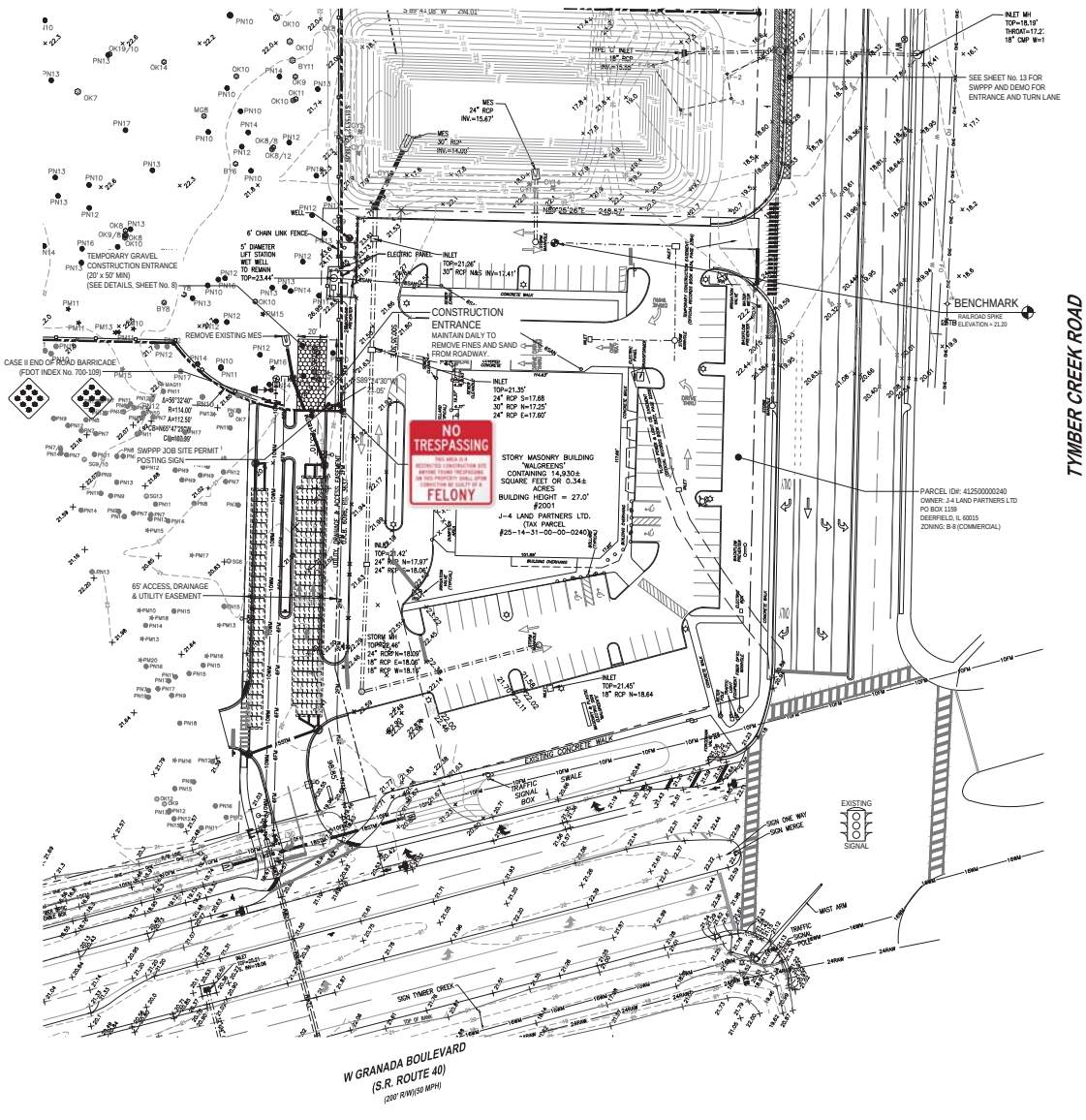

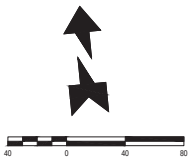

LEGEND:

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- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
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#2 NAIL & DISK IN DRIVEWAY ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

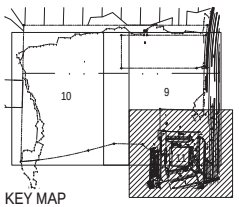
SPECIMEN TREE LEGEND :

BAY TREE	BY
CYPRESS TREE	CY
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PINE TREE	PN
SWEETGUM TREE	SG

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

"I, Harry Newkirk, Florida P.E. No. 62971, certify under penalty of law that this SWPPP plan, SWPPP manual (separate document) and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information. These include the possibility of fine and imprisonment for knowing violations."



KEY MAP
NOT TO SCALE

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

DEMOLITION, TREE REMOVAL AND SWPPP PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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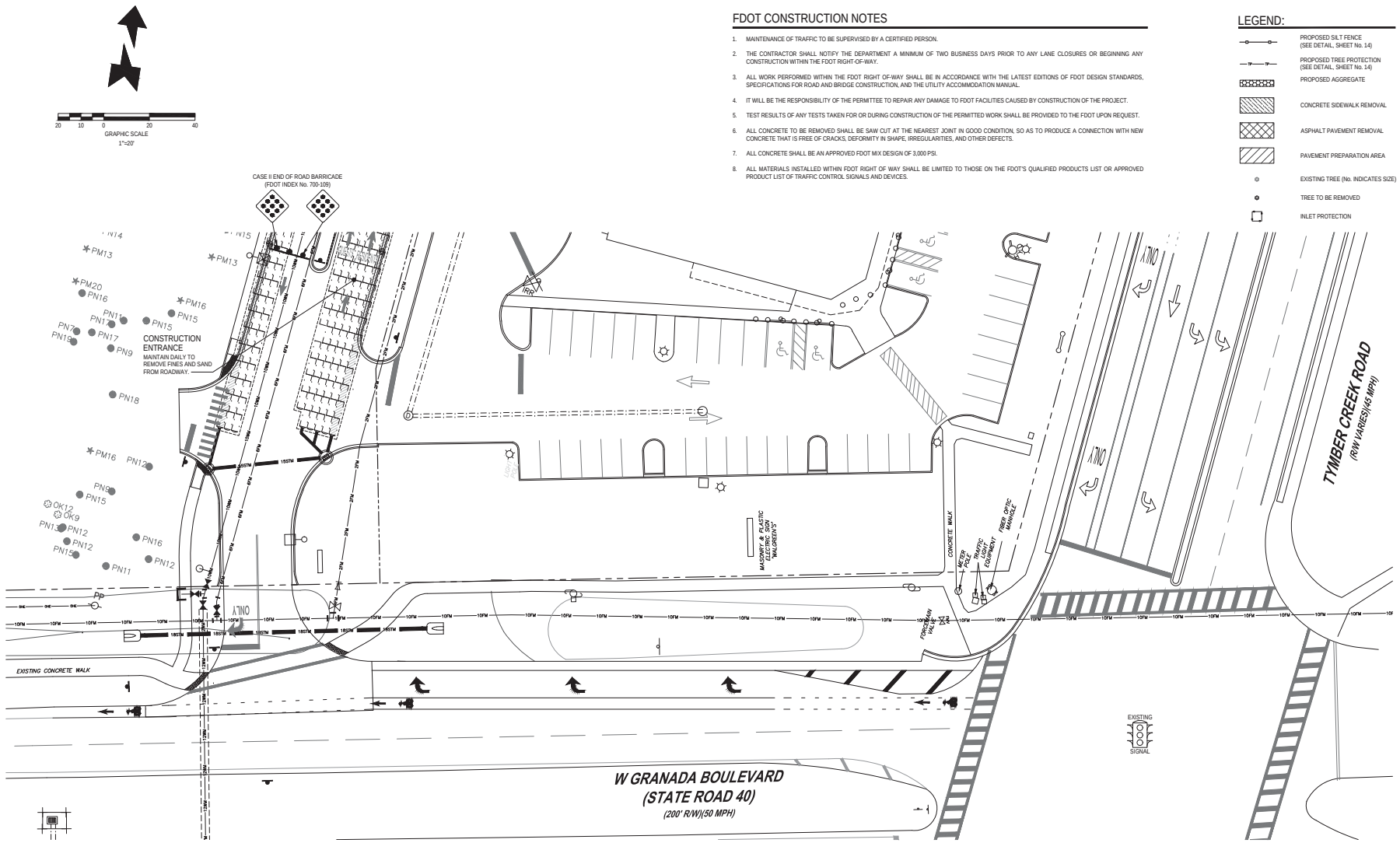
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

11



FDOT CONSTRUCTION NOTES

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON.
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
3. ALL WORK PERFORMED WITHIN THE FDOT RIGHT OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF FDOT DESIGN STANDARDS, SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION MANUAL.
4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, IRREGULARITIES, AND OTHER DEFECTS.
7. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
8. ALL MATERIALS INSTALLED WITHIN FDOT RIGHT OF WAY SHALL BE LIMITED TO THOSE ON THE FDOT'S QUALIFIED PRODUCTS LIST OR APPROVED PRODUCT LIST OF TRAFFIC CONTROL SIGNALS AND DEVICES.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
- PROPOSED TREE PROTECTION (SEE DETAIL, SHEET No. 14)
- PROPOSED AGGREGATE
- CONCRETE SIDEWALK REMOVAL
- ASPHALT PAVEMENT REMOVAL
- PAVEMENT PREPARATION AREA
- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED
- INLET PROTECTION

One Nation... One Number... 811 Know what's Below. Call before you dig.

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NEWKIRK ENGINEERING INC.

STATE ROAD 40
RIGHT-OF-WAY SWPPP
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

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DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

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FDOT CONSTRUCTION NOTES

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2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF TWO BUSINESS DAYS PRIOR TO ANY LANE CLOSURES OR BEGINNING ANY CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY.
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4. IT WILL BE THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY CONSTRUCTION OF THE PROJECT.
5. TEST RESULTS OF ANY TESTS TAKEN FOR OR DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE FDOT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT AT THE NEAREST JOINT IN GOOD CONDITION, SO AS TO PRODUCE A CONNECTION WITH NEW CONCRETE THAT IS FREE OF CRACKS, DEFORMITY IN SHAPE, IRREGULARITIES, AND OTHER DEFECTS.
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GRAPHIC SCALE
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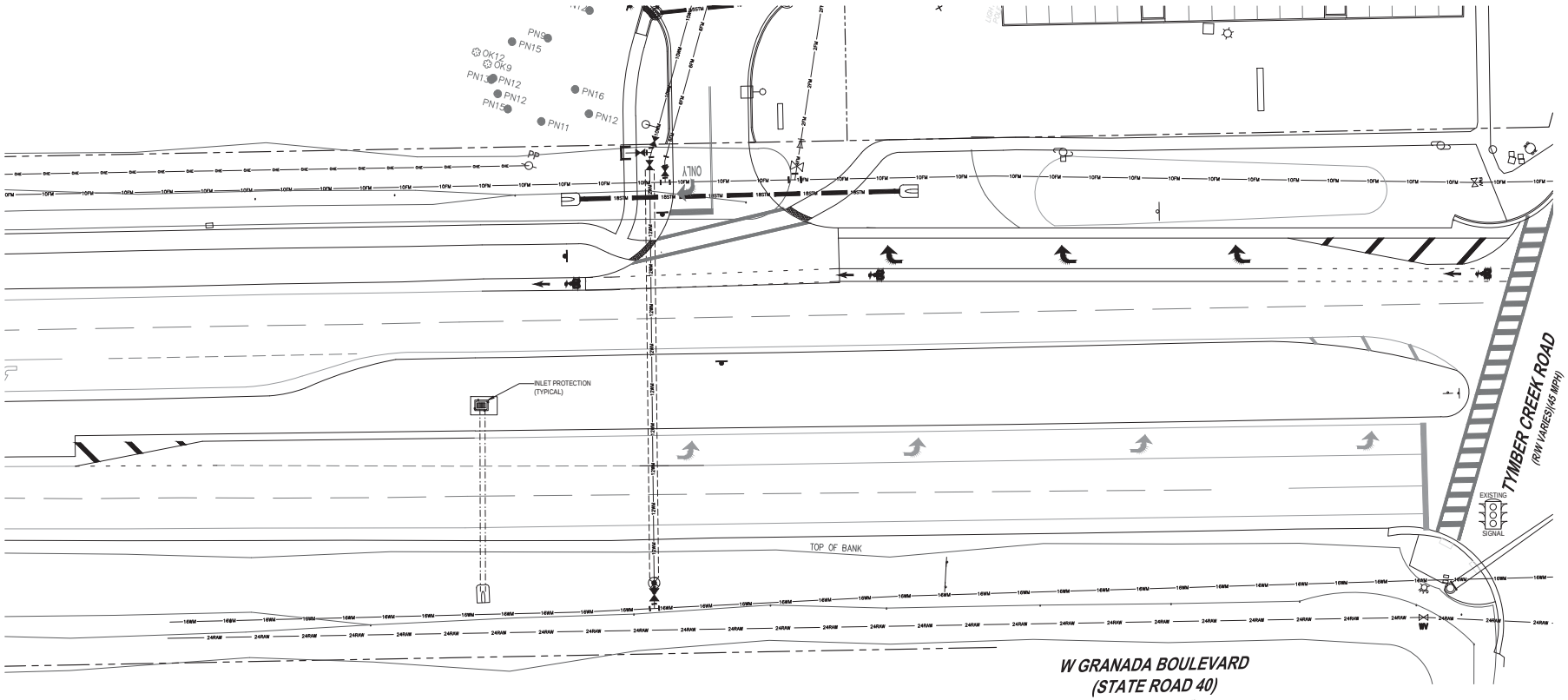
1"=20'



FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)

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LICENSED
NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

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DRAWING NUMBER

12.1

VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FDOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

LEGEND:

- PROPOSED SILT FENCE (SEE DETAIL, SHEET No. 14)
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- PROPOSED AGGREGATE
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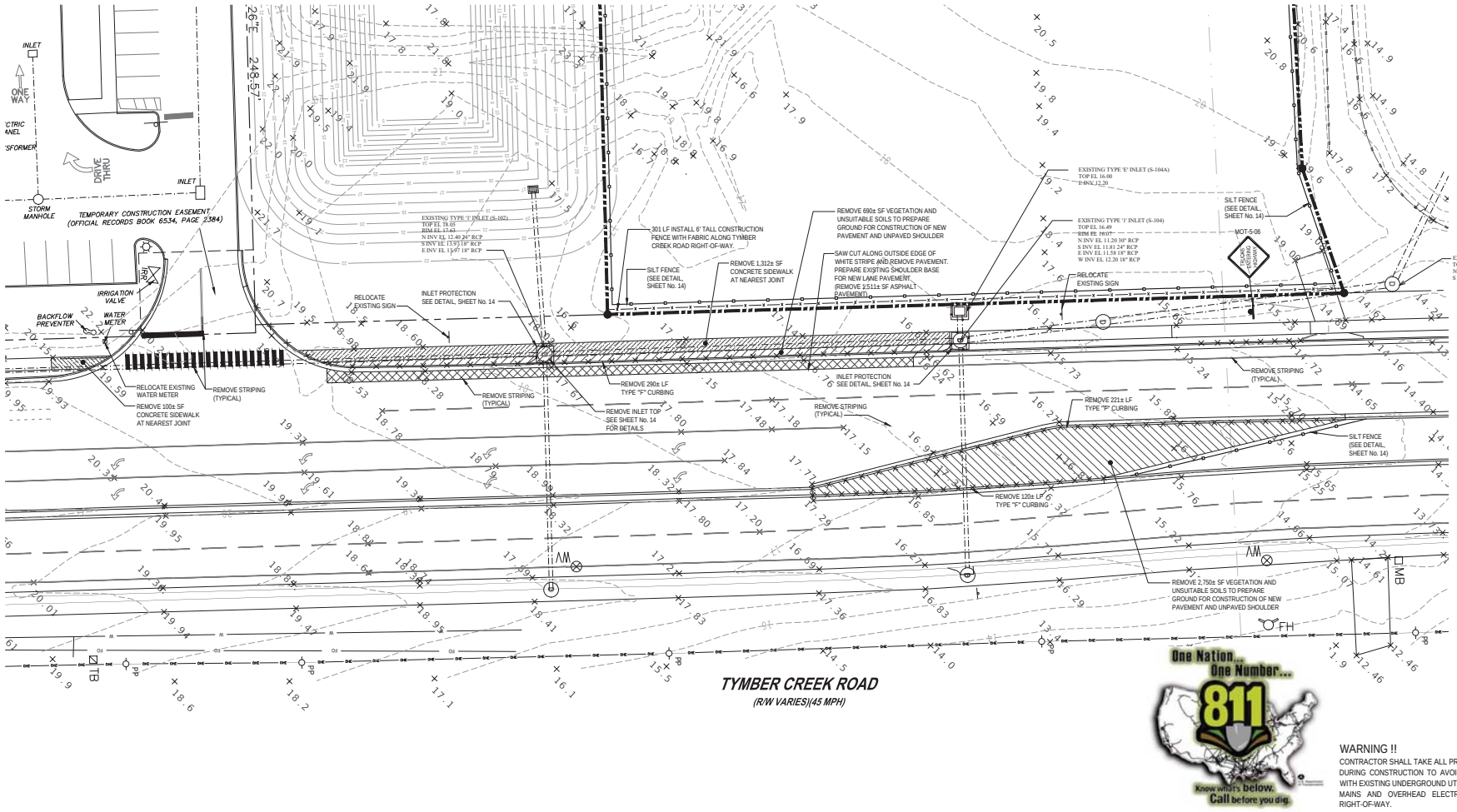
1"=20'



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TYMBER CREEK ROAD
RIGHT-OF-WAY SWPP
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK, P.E. # 62971

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SCALE:	1" = 20'

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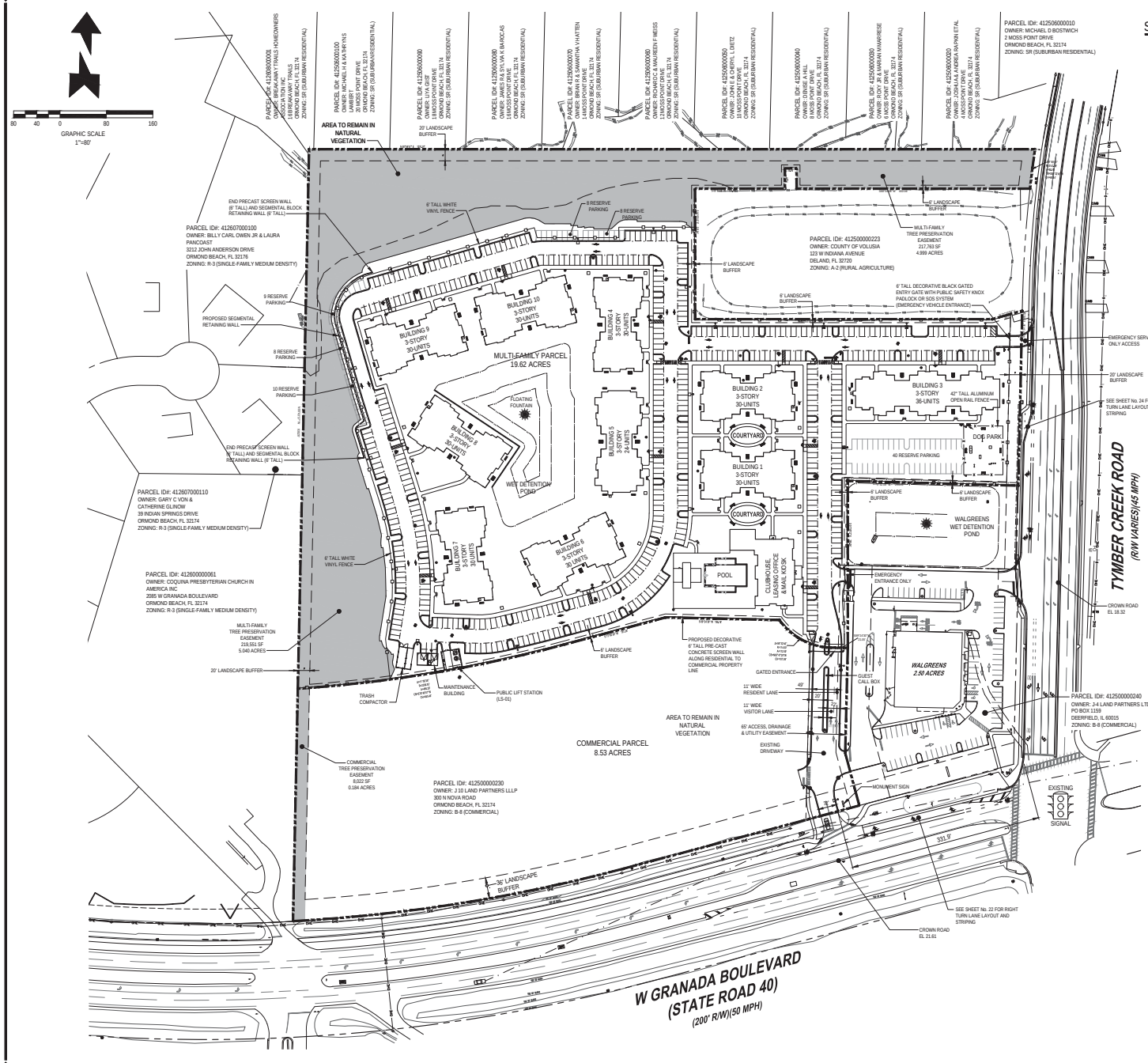

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (TYMBER CREEK)	25 FEET	20 FEET
REAR (NORTH)	20 FEET	20 FEET
SIDE (WEST)	10 FEET	20 FEET
SIDE (INTERIOR)	10 FEET	6 FEET
SIDE (CORNER)	20 FEET	6 FEET
MAXIMUM BUILDING HEIGHT		45 FEET

* SECTION 2-36(d) STATES, "HEIGHT LIMITS MAY EXCEED THAT ALLOWED BY DISTRICT REGULATIONS BY A MAXIMUM FIFTEEN FEET (15'), PROVIDED THAT THE STRUCTURE IS LOCATED AS TO NOT HAVE AN ADVERSE IMPACT ON ADJOINING PROPERTIES, PARTICULARLY SINGLE-FAMILY HOMES. THIS ADDITIONAL HEIGHT ALLOWANCE WILL NOT BE AWARDED FOR ANY PORTION OF A STRUCTURE LOCATED WITHIN FIFTY FEET (50') OF A SINGLE FAMILY HOME OR FOR A VACANT SITE IN A ZONING DISTRICT DESIGNED PRIMARILY FOR SUCH USE. IN NO CASE SHALL ANY BUILDING HEIGHT EXCEED SEVENTY-FIVE FEET (75') WHEN MEASURED FROM THE AVERAGE MEDIAN LOT ELEVATION TO THE HIGHEST POINT OF ANY STRUCTURE AND/OR ATTACHED SERVICES."

MAXIMUM BUILDING COVERAGE	35%
MAXIMUM IMPERVIOUS LOT COVERAGE	75%

THE B-8 ZONING DISTRICT ALLOWS 10 UNITS PER ACRE. THE LAND USE CATEGORIES ALLOW:
(1) "OPEN SPACE/CONSERVATION" (3.2 ACRES) - 0 UNITS
(2) "RESIDENTIAL, OFFICE RETAIL" (3.2 ACRES) - 48 UNITS
(3) "GENERAL COMMERCIAL" (13.22 ACRES) - 423 UNITS

THE PROPERTY'S LAND USES ALLOW A TOTAL OF 471 UNITS (300 UNITS PROPOSED).
THE UNITS PER ACRE NEED TO BE BASED UPON 16.42 ACRES OR
300 UNITS / 16.42 = 18.27 UNITS PER ACRE

NO STRUCTURE SHALL EXCEED 180 LINEAR FEET IN LENGTH PER LDC SECTION 2-57(22)(f).

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%
BUILDINGS	127,446	2.926	14.9
PAVEMENT	164,109	3.767	19.2
CONCRETE SIDEWALKS / PADS/ POOL DECK	46,260	1.062	5.4
RESERVED PARKING	18,810	0.432	2.2
EXTERIOR LANDSCAPE	67,254	1.544	7.9
INTERIOR LANDSCAPE	325,816	7.479	38.1
WET DETENTION PONDS	19,162	0.440	2.2
WETLANDS	104,588	2.402	12.3
TOTAL SITE	854,635	19.620	100.0
TOTAL IMPERVIOUS	337,815	7.755	39.5
TOTAL PERVIOUS	516,820	11.865	60.5

3. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

4. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

5. BICYCLE PARKING REQUIRED

10% OF TOTAL PARKING = 0.10 x 600 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

6. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

REVISIONS

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OVERALL DEVELOMENT PLAN
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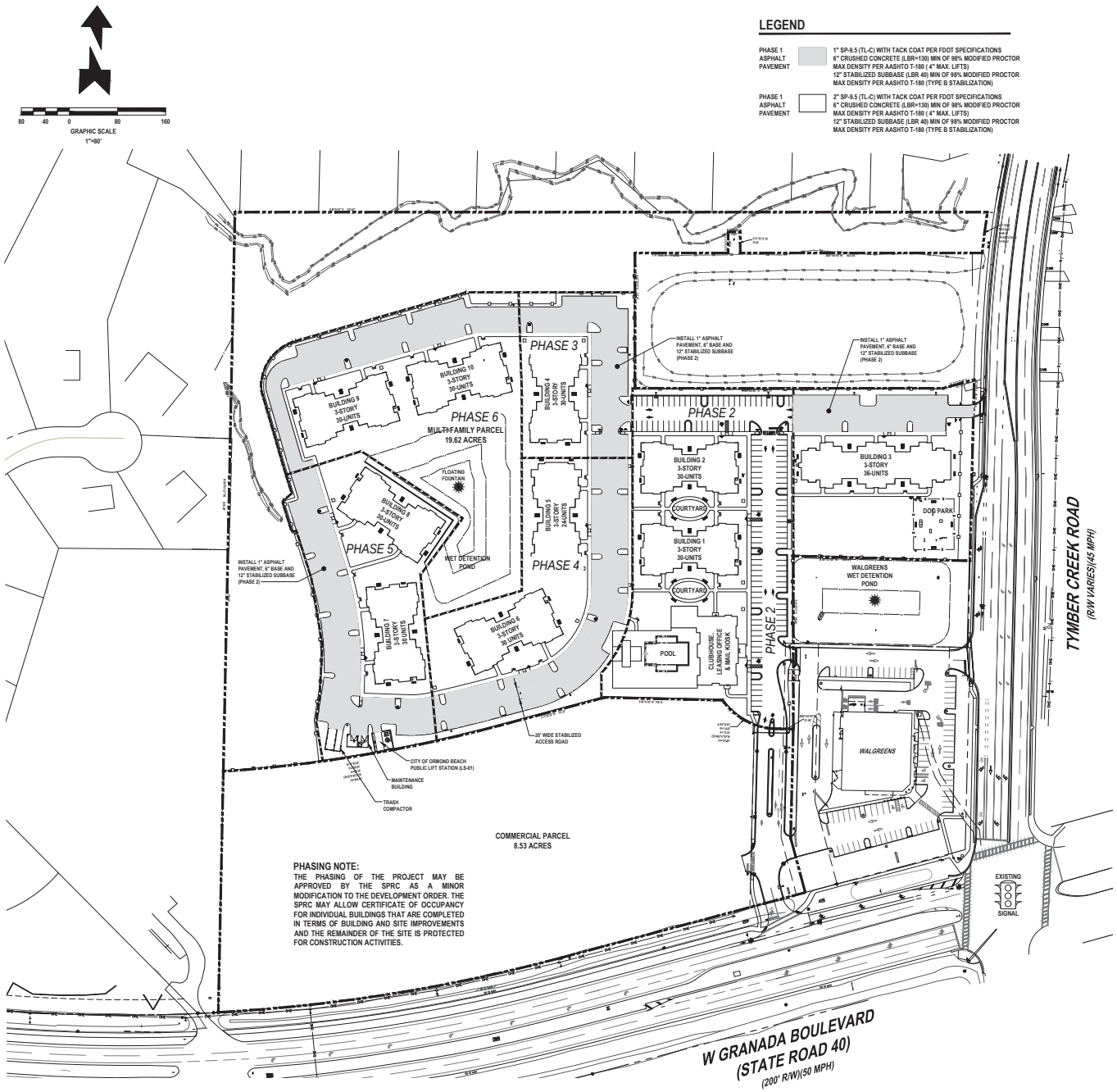

PHASING NOTE:
THE PHASING OF THE PROJECT MAY BE APPROVED BY THE SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

PHASE 1 (SITE INFRASTRUCTURE CONSTRUCTION)

1. INSTALL ALL SITE FENCE, TREE BARRICADES AND CONSTRUCTION ENTRANCE.
2. CLEARING AND GRUBBING ENTIRE SITE WITHIN LIMITS OF CONSTRUCTION.
3. EARTHWORK IMPROVEMENTS CONSISTING OF SITE GRADING AND STORMWATER PONDS.
4. INSTALL PUBLIC LIFT STATION AND SANITARY SEWER MAIN, MANHOLES AND SERVICES.
5. INSTALL WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND FIRE SERVICES.
6. INSTALL STORMWATER INLETS, DRAINAGE PIPES, CONTROL STRUCTURES, STORM-TECH EXFILTRATION AND MITERED END SECTIONS.
7. INSTALL SEGMENTAL RETAINING WALL.
8. INSTALL FIRST LIFT OF ASPHALT PAVEMENT CONSISTING OF STABILIZED SUBBASE, BASE AND1 INCH OF ASPHALT PAVEMENT.
9. TYMBER CREEK ROADWAY IMPROVEMENTS CONSISTING OF RIGHT-TURN LANE AND DUEL LEFT TURN LANE EXPANSION.
10. SURVEYOR TO PREPARE AS-BUILTS FOR WATER AND SEWER IMPROVEMENTS.
11. ENGINEER OF RECORD TO PREPARE FDEP WATER AND WASTEWATER CERTIFICATIONS FOR CITY OF ORMOND BEACH APPROVAL. ENGINEER OF RECORD TO SUBMIT FDEP WATER AND WASTEWATER CERTIFICATIONS TO FDEP FOR FINAL APPROVAL.
12. ENGINEER OF RECORD TO CERTIFY TYMBER CREEK ROAD IMPROVEMENTS WITH VOLUSIA COUNTY.

PHASE 2 (CLUBHOUSE, BUILDING 1 & 2)

1. ALL SITE INFRASTRUCTURE IMPROVEMENTS SHALL BE CONSTRUCTED INCLUDING FIRST LIFT OF ASPHALT FOR THE ENTIRE DEVELOPMENT PRIOR TO REQUESTING ANY BUILDING CLEARING FOR OCCUPANCIES.
2. CONSTRUCT CLUBHOUSE AND POOL, BUILDING 1 AND 2 BUILDING IMPROVEMENTS.
3. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
4. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
5. INSTALL SIDEWALK CONNECTION TO GRANADA BOULEVARD.
6. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
7. INSTALL PRE-CAST SCREEN WALL.
8. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
9. INSTALL LANDSCAPE, IRRIGATION AND FLOATING FOUNTAIN WITHIN WALGREENS.
10. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
11. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
12. INSTALL TEMPORARY DUMPSTER.
13. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
14. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
15. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 3 (BUILDING 3 & 4)

1. CONSTRUCT BUILDING 3 AND 4 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL SIDEWALK CONNECTION TO TYMBER CREEK ROAD.
5. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
6. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
7. INSTALL TEMPORARY DUMPSTER.
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PHASE 4 (BUILDING 5 & 6)

1. CONSTRUCT BUILDING 5 AND 6 BUILDING IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. INSTALL TEMPORARY DUMPSTER.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS BUILDING PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 5 (BUILDING 7, 8, MAINTENANCE BLDG. & TRASH COMPACTOR)

1. CONSTRUCT BUILDING 7, 8, MAINTENANCE BUILDING AND TRASH COMPACTOR IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. INSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. REMOVE ALL TEMPORARY DUMPSTER'S.
7. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
8. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. CITY OF ORMOND BEACH PHASE INSPECTION WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
11. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

PHASE 6 (BUILDING 9, 10 & ENTIRE SITE FINAL RE-INSPECTION)

1. CONSTRUCT BUILDING 9, 10 AND WET DETENTION POND IMPROVEMENTS.
2. INSTALL SECOND LIFT OF ASPHALT (3/4") WITHIN BUILDING PHASE.
3. INSTALL SIDEWALKS AND HANDICAP RAMPS WITHIN BUILDING PHASE.
4. IINSTALL STRIPING AND SIGNAGE WITHIN BUILDING PHASE.
5. INSTALL LANDSCAPE AND IRRIGATION WITHIN BUILDING PHASE.
6. SURVEYOR TO PREPARE AS-BUILTS FOR THIS PHASE.
7. LANDSCAPE ARCHITECT TO PREPARE LANDSCAPE AS-BUILTS.
8. INSTALL FLOATING FOUNTAIN IN WET DETENTION POND.
9. ENGINEER OF RECORD TO FINAL INSPECT ALL PHASE IMPROVEMENTS, REVIEW AS-BUILT SURVEYS AND PREPARE FINAL CERTIFICATION SUBMITTAL TO CITY OF ORMOND BEACH FOR FINAL APPROVAL.
10. ENGINEER OF RECORD TO CERTIFY STORMWATER SYSTEM WITH SJRWMD.
11. ENGINEER OF RECORD TO CERTIFY FDEP NPDES NOTICE OF TERMINATION.
12. CITY OF ORMOND BEACH PHASE INSPECTION AND RE-INSPECTION OF ENTIRE SITE WITH GENERAL CONTRACTOR AND NEWKIRK ENGINEERING.
13. CONTRACTOR TO ADDRESS ALL CITY OF ORMOND BEACH CONSTRUCTION PUNCHLIST ITEMS AND REQUEST RE-INSPECTION FOR CLEARED FOR OCCUPANCY.

CITY OF ORMOND BEACH SPRC NOTE:

THE PHASING OF THE PROJECT MAY BE APPROVED BY SPRC AS A MINOR MODIFICATION TO THE DEVELOPMENT ORDER. THE SPRC MAY ALLOW CERTIFICATE OF OCCUPANCY FOR INDIVIDUAL BUILDINGS THAT ARE COMPLETED IN TERMS OF BUILDING AND SITE IMPROVEMENTS AND THE REMAINDER OF THE SITE IS PROTECTED FOR CONSTRUCTION ACTIVITIES.

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
5 2 22	CITY COMMENTS
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

OVERALL PHASING PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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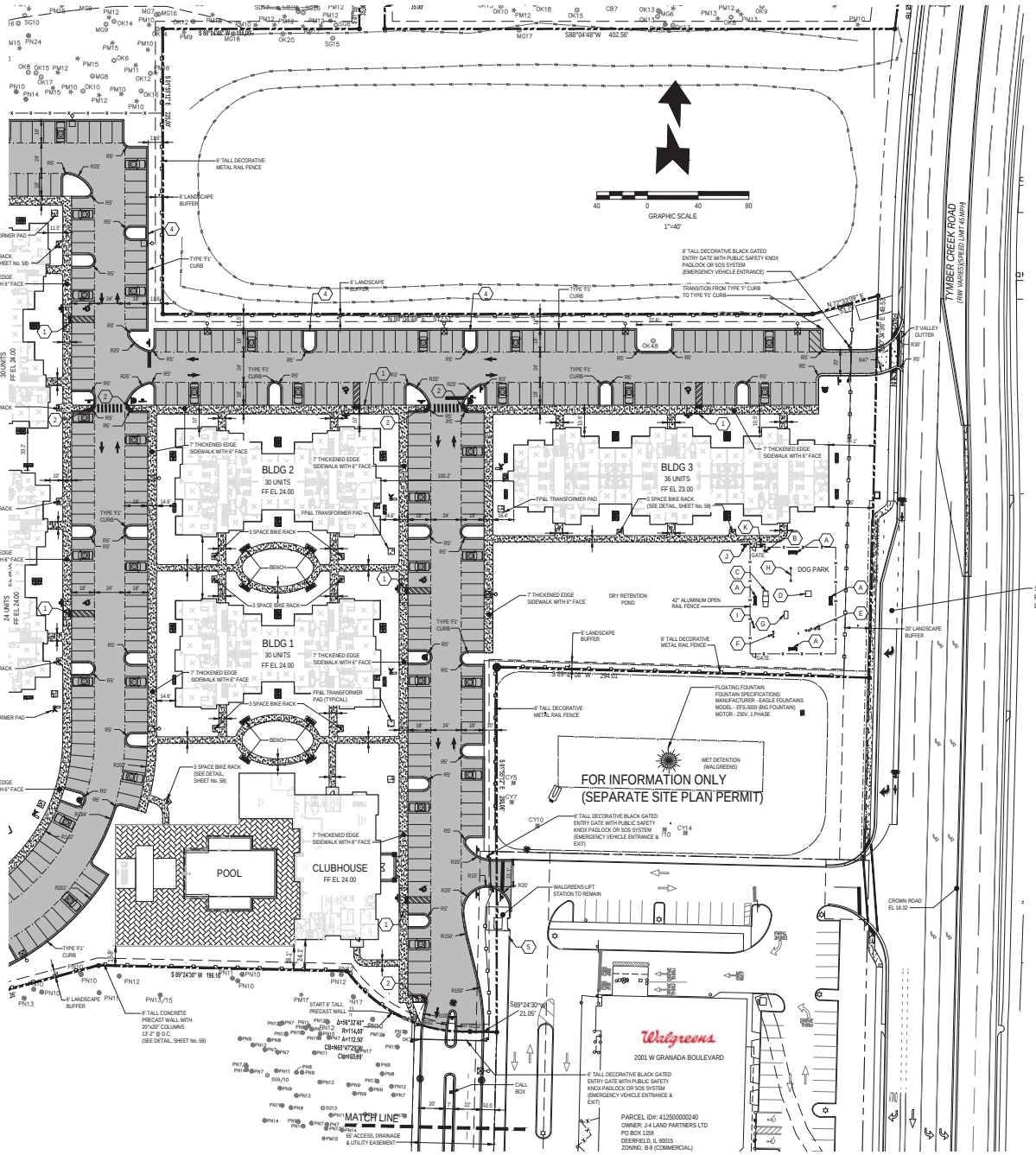
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 0'

DRAWING NUMBER

16



PAVING LEGEND

- ASPHALT PAVEMENT: 2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS; 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS); 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
  * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION)
  *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
- CONCRETE PAVEMENT: 6" CONCRETE (4,000 P.S.I. @ 28 DAYS) 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) (TYPE B STABILIZATION) (SEE DETAIL, SHEET No. 56 & 58)
- CONCRETE SIDEWALK: 4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 56, 58, 62-64).
- POOL DECK PAVERS: POOL DECK PAVERS

DOG PARK / PLAYGROUND KEYNOTES:

HTTPS://PARKWAREHOUSE.COM/PRODUCT/INTERMEDIATE-COURSE-BARKPARK-DOG-AGILITY-COURSE/

- (A) GYMS FOR DOGS 6' PARK BENCH (622DP235)
- (B) DOG PARK PET CLEAN UP WASTE STATION (DL-PWR-FT)
- (C) KING OF THE HILL (622DP100)
- (D) PAWS TABLE (622DP110)
- (E) STEPPING PAWS (622DP130)
- (F) HOOP JUMP (622DP115)
- (G) DOGGIE CRAWL (622DP150)
- (H) ROVER JUMP OVER (622DP125)
- (I) DRINKING FOUNTAIN (648WF345)
- (J) GYMS FOR DOGS WELCOME SIGN (DL-WELCM-SIGN)
- (K) GYMS FOR DOGS RULES SIGN (DL-RULES-SIGN)

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
- TYPE VALLEY GUTTER (SEE DETAIL, SHEET No. 58)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'F1' CURB
- 24" DETECTABLE WARNING MAT (SEE DETAIL, SHEET No. 63)
- SITE LIGHTING SEE SITE LIGHTING PLAN FOR COMPLETE SPECIFICATIONS (SITE LIGHTING SHALL NOT EMIT MORE THAN 0.5 FOOT-CANDLES AT THE PROPERTY LINE. ADD GLARE GUARDS IF REQUIRED.) (SEE SHEETS, No. 91 & 92)
- 3 SPACE BIKE RACK (SEE DETAIL, SHEET No. 58)
- 6' TALL WHITE VINYL FENCE (SEE DETAIL, SHEET No. 58)
- 6' TALL PRECAST SCREEN WALL (SEE DETAIL, SHEET No. 36)

KEYNOTES:

1. HANDICAP PARKING SPACE RAMP (SEE DETAIL, SHEET No. 19 & 20)
2. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
4. 18" GUTTER BYPASS (SEE DETAIL, SHEET No. 58)
5. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)

KEY MAP
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7794
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SITE LAYOUT PLAN (SHT. 1 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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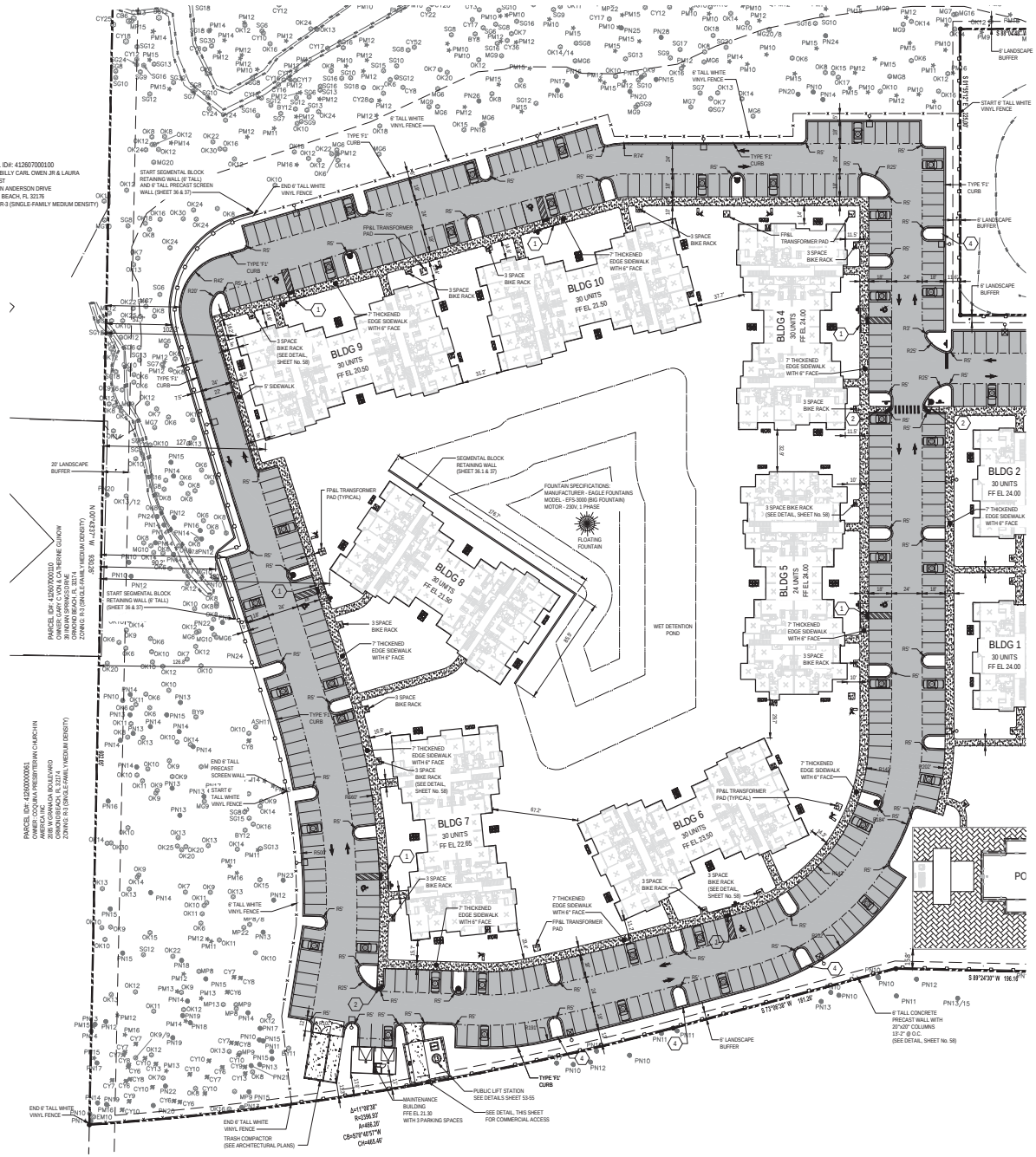
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

17



PAVING LEGEND

ASPHALT PAVEMENT	2" SP-9.5 (TL-C) WITH TACK COAT PER FDOT SPECIFICATIONS 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) 12" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION) * ALTERNATE 12" STABILIZED SUBBASE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS) (TYPE B STABILIZATION) *ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
CONCRETE PAVEMENT	6" CONCRETE (4,000 P.S.I. @ 28 DAYS) 12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS) (TYPE B STABILIZATION) (SEE DETAIL, SHEET No. 56 & 58)
CONCRETE SIDEWALK	4" THICK CLASS I CONCRETE (3,000 P.S.I. @ 28 DAYS) PER FDOT INDEX 522-001 (SEE DETAIL, SHEET No. 56, 58, 62-64).
POOL DECK PAVERS	POOL DECK PAVERS

LEGEND

- TYPE 'F' CURB (SEE DETAIL, SHEET No. 56 & 58)
- 'F1' CURB (SEE DETAIL, SHEET No. 58)
- TYPE VALLEY GUTTER (SEE DETAIL, SHEET No. 58)
- TRANSITION FROM TYPE 'F' CURB TO TYPE 'F1' CURB
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KEYNOTES:

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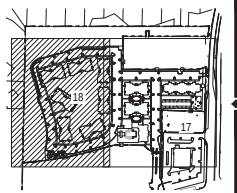

KEY MAP
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

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SITE LAYOUT PLAN (SHT. 2 OF 2)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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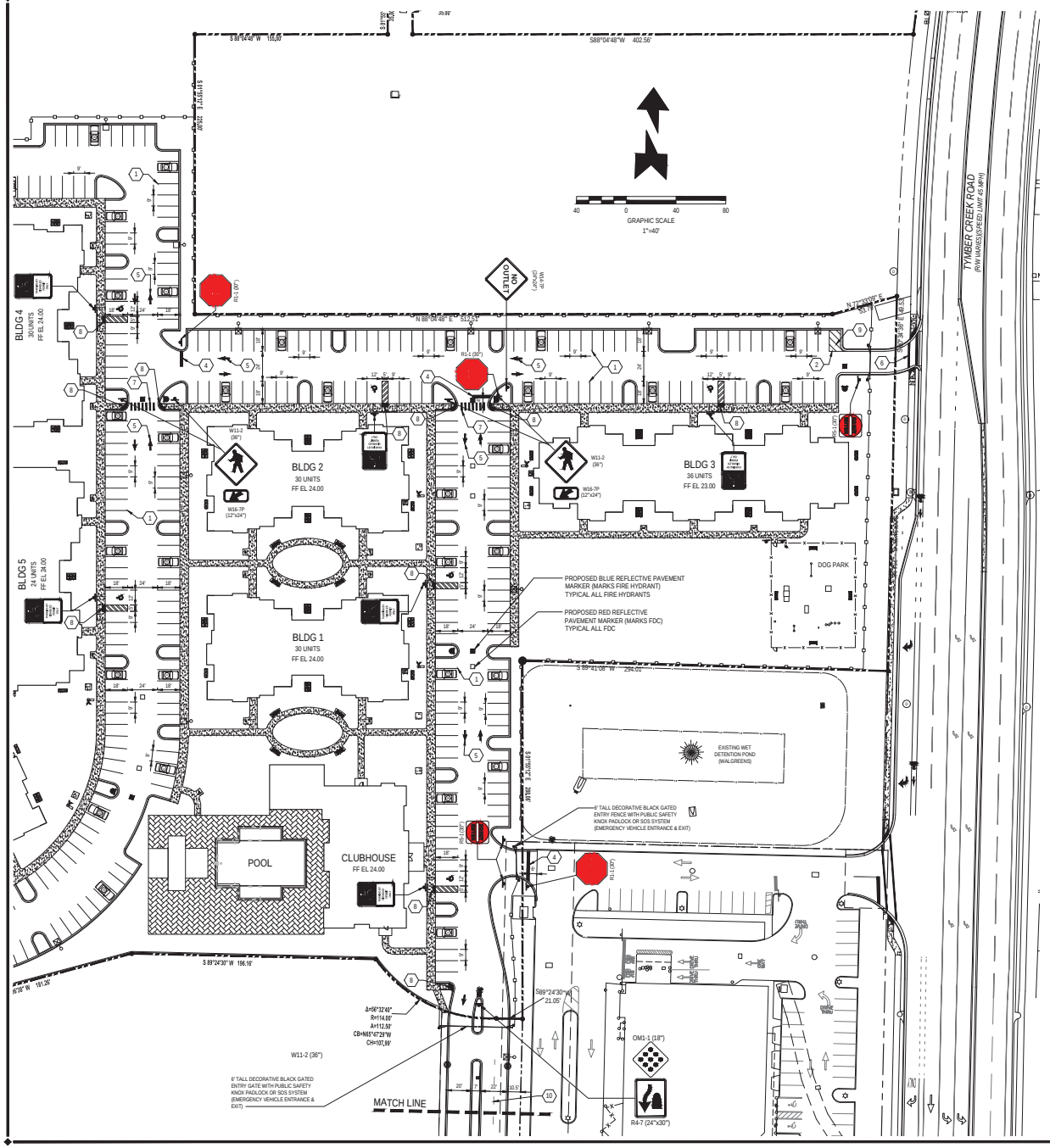
HARRY H. NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

18



STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 6" SOLID YELLOW LINE
3. 6" SOLID DOUBLE YELLOW LINE
4. 24" WHITE STOP BAR (THERMOPLASTIC)
5. WHITE DIRECTIONAL ARROW
6. STANDARD CROSSWALK
7. SPECIAL EMPHASIS CROSSWALK
8. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
9. 6" SOLID YELLOW LINE @ 45° SPACED AT 4' ON CENTER
10. 6" WHITE LINE 6' SKIP, 10' GAP

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

2. PARKING PROVIDED

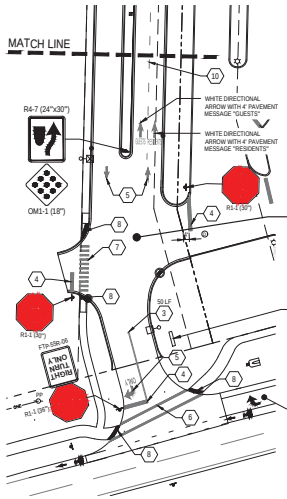
		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

3. BICYCLE PARKING REQUIRED

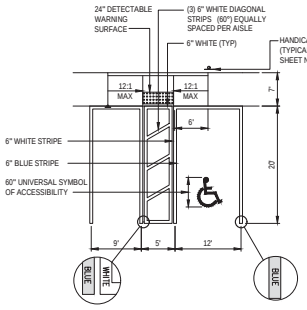
10% OF TOTAL PARKING = 0.10 x 60 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

4. BICYCLE PARKING PROVIDED

71 BICYCLE SPACES PROVIDED

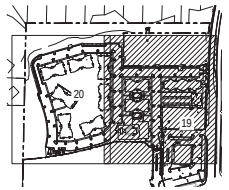


FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038



HANDICAP PARKING STRIPING
SCALE: 1" = 10'

(UNIVERSAL SPACES PER FLORIDA ADA)



KEY MAP
NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
10 25 22	OWNER

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Ormond Beach, Florida 32174
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STRIPING AND SIGNAGE PLAN SHT 1 OF 2
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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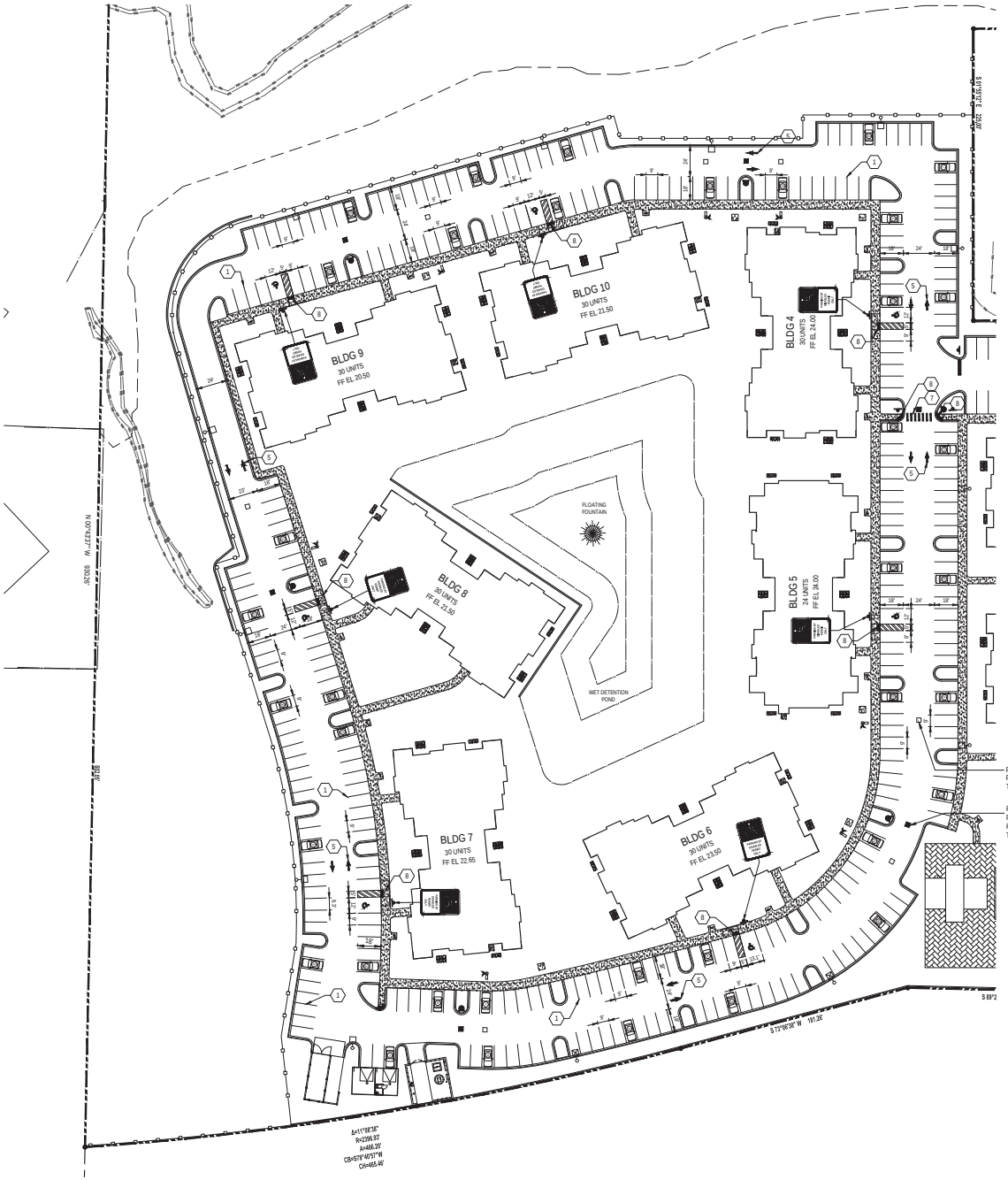
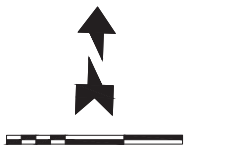
HARRY H. NEWKIRK, P.E. # 62971

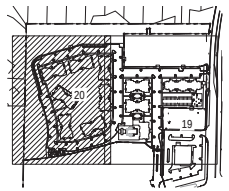
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

19







KEY MAP
NOT TO SCALE

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1	6" SOLID WHITE LINE	8	24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
2	6" SOLID YELLOW LINE	9	6" WHITE SKIP LINE (10' - 30')
3	6" SOLID DOUBLE YELLOW LINE	10	6" WHITE DOTTED LANE DROP LINE (3' - 9')
4	24" WHITE STOP BAR (THERMOPLASTIC)	11	18" YELLOW LINE @ 45° SPACED 5' ON CENTER
5	WHITE DIRECTIONAL ARROW	12	18" YELLOW LINE @ 45° SPACED 10' ON CENTER
6	STANDARD CROSSWALK	13	WHITE "SHARK-TOOTH" YIELD LINE
7	SPECIAL EMPHASIS CROSSWALK	14	6" WHITE SKIP LINE (2' - 4')

PARKING CALCULATIONS

1. PARKING REQUIREMENTS

UNIT MIX

1.5 SPACES PER 1 BEDROOM x 168	= 252 SPACES
0.5 SPACES RESERVE PER 2 BEDROOM x 120	= 84 SPACES
2.0 SPACES PER 2 BEDROOM x 120	= 240 SPACES
2.0 SPACES PER 3 BEDROOM x 12	= 24 SPACES
TOTAL REQUIRED PARKING	= 600 SPACES

2. PARKING PROVIDED

		%
HANDICAP	11	1.9
STANDARD	506	84.3
RESERVE	83	13.8
TOTAL PARKING PROVIDED	600	100.0

3. BICYCLE PARKING REQUIRED

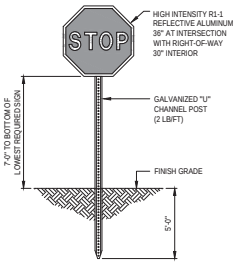
10% OF TOTAL PARKING = 0.10 x 60 = 60
REQUIRED BICYCLE PARKING = 60 SPACES

4. BICYCLE PARKING PROVIDED

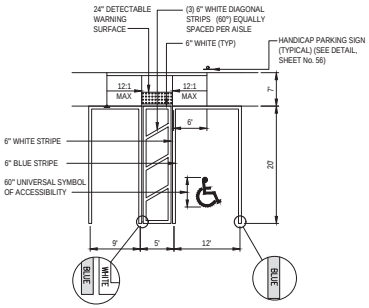
71 BICYCLE SPACES PROVIDED

STRIPING LEGEND

- ■ PROPOSED BLUE REFLECTIVE PAVEMENT MARKER (MARKS FIRE HYDRANT)
- □ PROPOSED RED REFLECTIVE PAVEMENT MARKER (MARKS FDC)



STOP SIGN DETAIL
NOT TO SCALE



HANDICAP PARKING STRIPING (UNIVERSAL SPACES PER FLORIDA ADA)
SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

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STRIPING AND SIGNAGE PLAN SHT 2 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

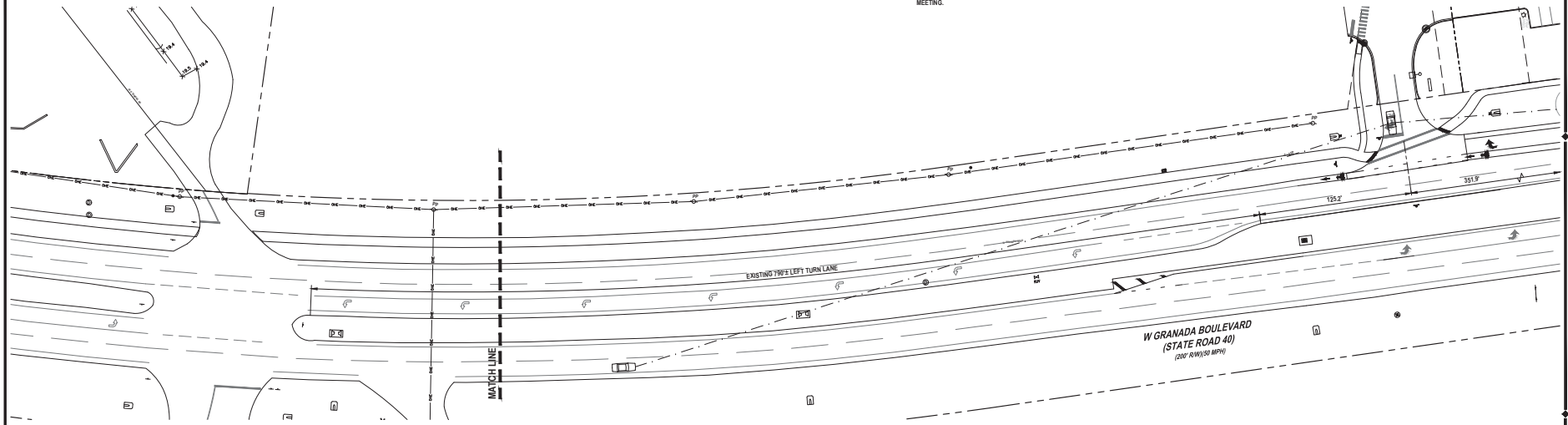
20

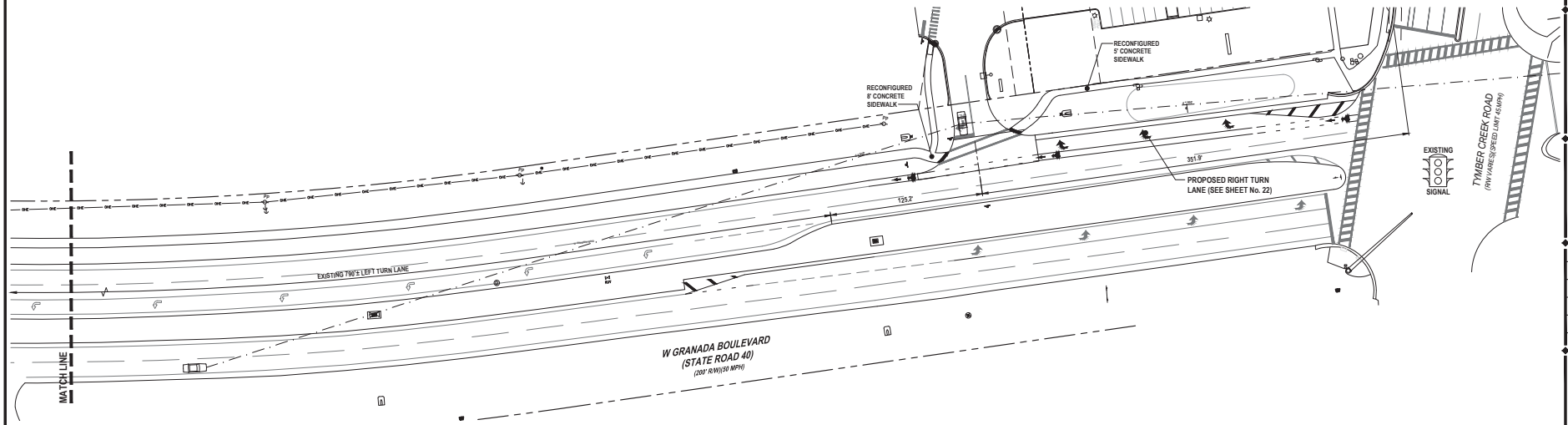
FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

GRAPHIC SCALE
1"=40'

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2021-22.
4. IT IS THE RESPONSIBILITY OF THE PERMITTEE TO REPAIR ANY DAMAGE TO FDOT FACILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
5. ANY TEST RESULTS TAKEN DURING CONSTRUCTION OF THE PERMITTED WORK SHALL BE PROVIDED TO THE DEPARTMENT UPON REQUEST.
6. ALL CONCRETE TO BE REMOVED SHALL BE SAW CUT TO NEAREST JOINT IN GOOD CONDITION, SO A CONNECTION THAT IS FREE OF CRACKS, DEFORMITIES OR VOIDS & IRREGULARITIES ARE NOT DEFECTIVE.
7. ALL STRIPING WITHIN THE FDOT RIGHT-OF-WAY SHALL BE PREFORMED THERMOPLASTIC.
8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
9. ALL MATERIALS INSTALLED INSIDE FDOT R/W SHALL BE ON THE QUALIFIED PRODUCTS LIST OR APPROVED PRODUCTS LIST.
10. ALL CONSTRUCTION SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
11. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC AND BARRICADE PLAN TO THE ENGINEER FOR APPROVAL WITH THE BID. INCLUDE THE MOT PLAN AT THE PRECONSTRUCTION MEETING.
12. ALL TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND THE FDOT INSPECTOR NOTIFIED FOR APPROVAL.
13. ALL BARRICADES AND POSTED SIGNAGE SHALL REMAIN IN PLACE UNTIL PAVING WORK IS COMPLETE. ALL BARRICADES SHALL BE VERIFIED IN PLACE BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
14. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA.
15. THE CONTRACTOR SHALL ENSURE THAT ALL SIDEWALKS AND CROSSWALKS CONFORM TO THE CURRENT REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT (ADA).
16. ALL SIGNS AND PAVEMENT MARKINGS THAT ARE REMOVED OR DAMAGED BY CONSTRUCTION ACTIVITIES RELATED TO THIS PROJECT ARE TO BE REPLACED TO THEIR PRECONSTRUCTION CONDITIONS.
17. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO FDOT STANDARD INDEX No. 711-001.
18. IN THE EVENT PERMANENT VEHICLE DETECTION IS DISRUPTED, PROVIDE AN ALTERNATIVE MEANS OF DETECTION TO ALL LANES APPROACHING THE INTERSECTION, SEPARATING EACH MOVEMENT WHICH PREVIOUSLY HAD DETECTION. THE TYPE OF DETECTOR SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION. EQUIPMENT SHALL ONLY DETECT THE INTENDED MOVEMENT.
19. THERE SHALL BE NO SR 40 (W GRANADA BOULEVARD) CLOSURES DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
20. THERE SHALL BE NO WORK WITHIN THE VICINITY OF THE SIGNALIZED INTERSECTION DURING 7 A.M. TO 7 P.M. MONDAY TO SUNDAY.
21. CONTRACTOR TO PROVIDE TEMPORARY VIDEO DETECTION FOR SIGNAL WHILE LOOPS ARE DISTURBED DURING MILLING AND RESURFACING.





REVISIONS

DATE	DESCRIPTION
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10 25 22	OWNER

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Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

S R 40 OVERALL TURN LANE IMPROVEMENTS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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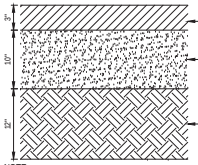
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

21



NOTE:
ALL ASPHALT MIX DESIGNS MUST BE PREAPPROVED BY FDOT BEFORE PLACEMENT.

FDOT ASPHALT SECTION

NOT TO SCALE

PAVING LEGEND (STATE ROAD 40)

S.R. 40 ASPHALT PAVEMENT (TURN LANE) (SN = 3.72) — 3" SP-12.5 TL-C ASPHALT (FDOT SPECS); 10" LIMEROCK BASE, LBR 100; 12" STABILIZED SUB-GRADE (LBR 40)

S.R. 40 STABILIZED SHOULDER — 12" STABILIZED SUB-GRADE (LBR-40)

CONCRETE SIDEWALK — CONCRETE SIDEWALK PER FDOT INDEX No. 522-001 (SEE DETAILS, SHEET 62 AND 63)

GRAPHIC SCALE
20 10 0 20 40
1"=20'

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 24" WHITE STOP BAR
3. WHITE DIRECTIONAL ARROW
4. STANDARD CROSSWALK
5. 6" WHITE SKIP LINE (2' - 4')
6. 18" WHITE LINE @ 45° SPACED 20' ON CENTER
7. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)
8. 6" SOLID DOUBLE YELLOW LINE
9. WHITE DIRECTIONAL ARROW, WHITE HELMETED BICYCLIST SYMBOL PER FDOT INDEX No. 711-002

SEE SHEET No. 64 FOR FDOT INDEX No. 711-001

NOTE:
1. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITH PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 706-001.
2. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX No. 711-001.

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
2. THE CONTRACTOR SHALL NOTIFY THE DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK WITH IN THE FDOT R/W.
3. ALL WORK PERFORMED WITH IN THE FDOT R/W SHALL BE IN ACCORDANCE WITH THE 2019 EDITION OF THE FDOT DESIGN STANDARDS & SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, 2017 EDITION OF THE FDOT UTILITY ACCOMMODATION MANUAL AND FDOT STANDARD PLANS FY 2021-22.
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8. ALL CONCRETE SHALL BE AN APPROVED FDOT MIX DESIGN OF 3,000 PSI.
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FOR INFORMATION ONLY
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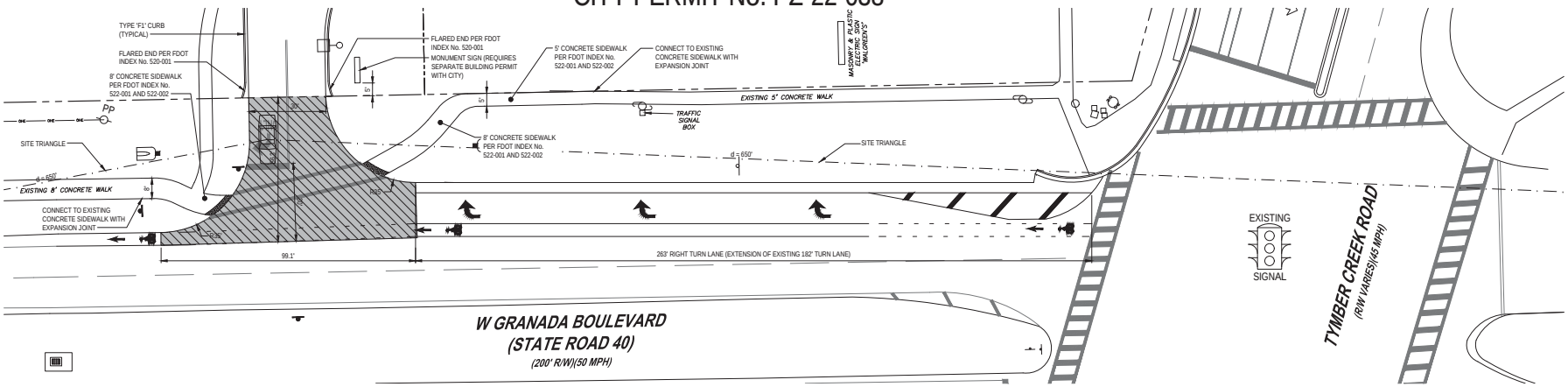
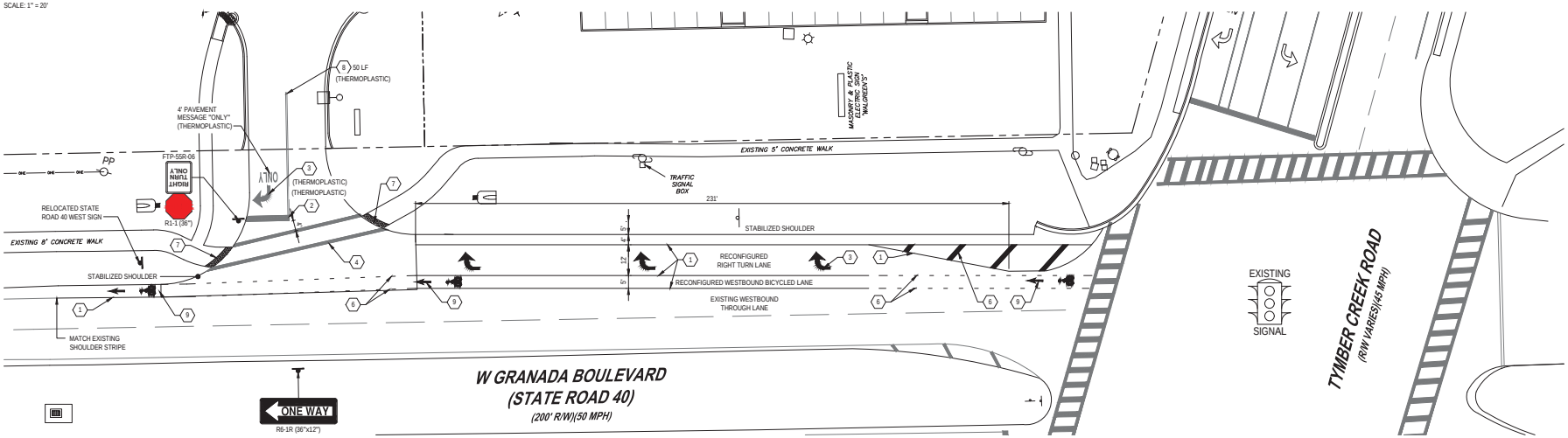
CITY PERMIT No. PZ-22-038



S.R. 40 LAYOUT AND PAVEMENT PLAN

SCALE: 1" = 20'



S.R. 40 GEOMETRY, STRIPING AND SIGNAGE PLAN

SCALE: 1" = 20'

REVISIONS

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S R 40 RIGHT TURN LANE
RIGHT-OF-WAY IMPROVEMENTS
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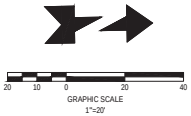
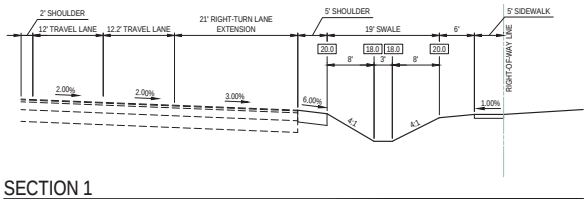
22





SECTION 1

NOT TO SCALE

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

FDOT GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC TO BE SUPERVISED BY A CERTIFIED PERSON (ON SITE).
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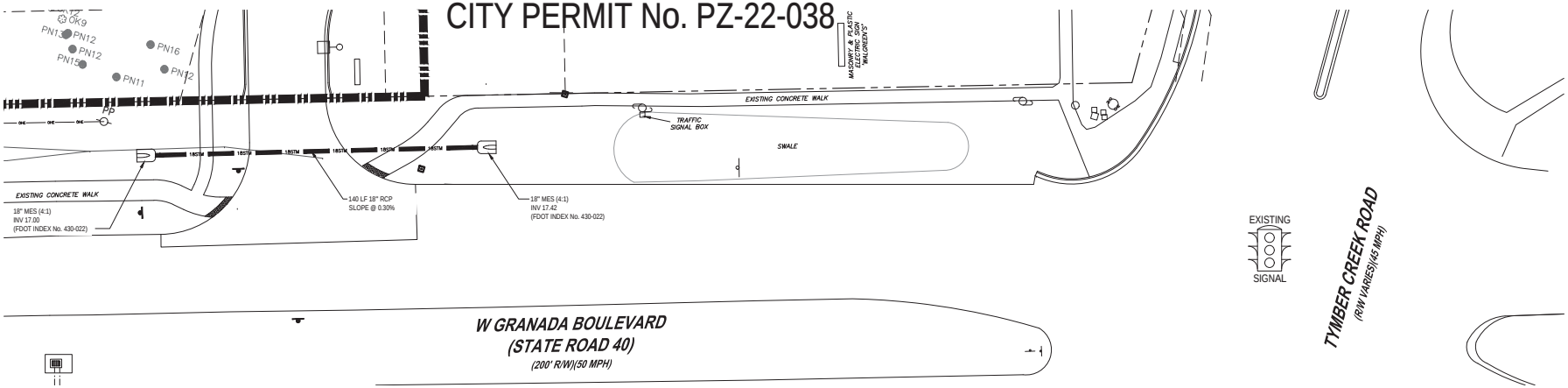
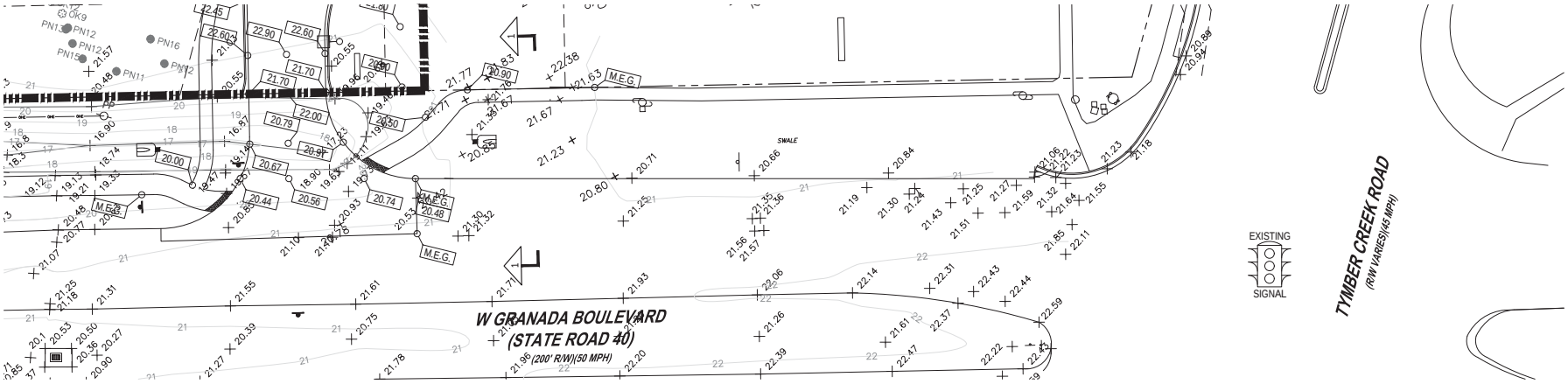


TURN LANE DRAINAGE PLAN

SCALE: 1" = 20'



TURN LANE GRADING PLAN

SCALE: 1" = 20'

REVISIONS

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4 7 22	TITLE BLOCK
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S R 40 RIGHT TURN LANE
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TYMBER CREEK APARTMENTS
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PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

23

VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-5535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

STRIPING KEYNOTES: (PER FDOT INDEX No. 711-001, ONLY THERMOPLASTIC IN R/W)

1. 6" SOLID WHITE LINE
2. 24" WHITE STOP BAR
3. WHITE DIRECTIONAL ARROW
4. STANDARD CROSSWALK
5. 6" WHITE SKIP LINE (3' - 9')
6. 18" WHITE LINE @ 45° SPACED 10' ON CENTER
7. 24" DETECTABLE WARNING MAT (PER FDOT INDEX No. 522-002)

SEE SHEET No. 63 FOR FDOT INDEX No. 711-001

NOTE:
1. RPM'S SHALL BE PROVIDED FOR ALL CONSTRUCTION WITH PUBLIC RIGHTS-OF-WAY OF ALL THOROUGHFARES AND SHALL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 706-001.
2. ALL STRIPING WITHIN PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC AND INSTALLED IN ACCORDANCE TO FDOT INDEX No. 711-001.

PAVING LEGEND

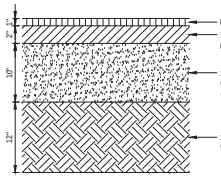
VOLUSIA COUNTY R-O-W ASPHALT PAVEMENT SN = 4.08

1" FDOT FRICTION COURSE TYPE FC-9.5 (TRAFFIC LEVEL C) ASPHALT @ MAX. 20% RECYCLED MATERIALS
2" FDOT SUPERPAVE STRUCTURE COURSE TYPE SP-12.5 (TRAFFIC LEVEL C) ASPHALT @ MAX. 30% RECYCLED MATERIALS
10" LIMEROCK OR OTHER APPROVED BASE GROUP 9 COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180 AND CONSTRUCTED IN TWO LIFTS
12" STABILIZED SUB-GRADE LBR 40 AND COMPACTED TO A 98% MAXIMUM DRY DENSITY PER AASHTO T-180

CONCRETE SIDEWALK

CONCRETE SIDEWALK PER FDOT INDEX No. 522-001

NOTE:
SHELL-ROCK BASE AND SOIL-CEMENT BASE IS ONLY ALLOWED WITH APPROVAL OF THE COUNTY ENGINEER. ALL MATERIALS, PRODUCTION, TRANSPORTATION, PLACEMENT AND CONSTRUCTION METHODS SHALL BE CONSISTENT WITH FDOT DESIGN STANDARD AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN EFFECT AT THE START OF CONSTRUCTION ACTIVITY. ALL TESTING, INSPECTIONS AND VERIFICATIONS SHALL BE PERFORMED CONSISTENT WITH FDOT QUALITY CONTROL CRITERIA IN EFFECT AT THE START OF CONSTRUCTION ACTIVITY.

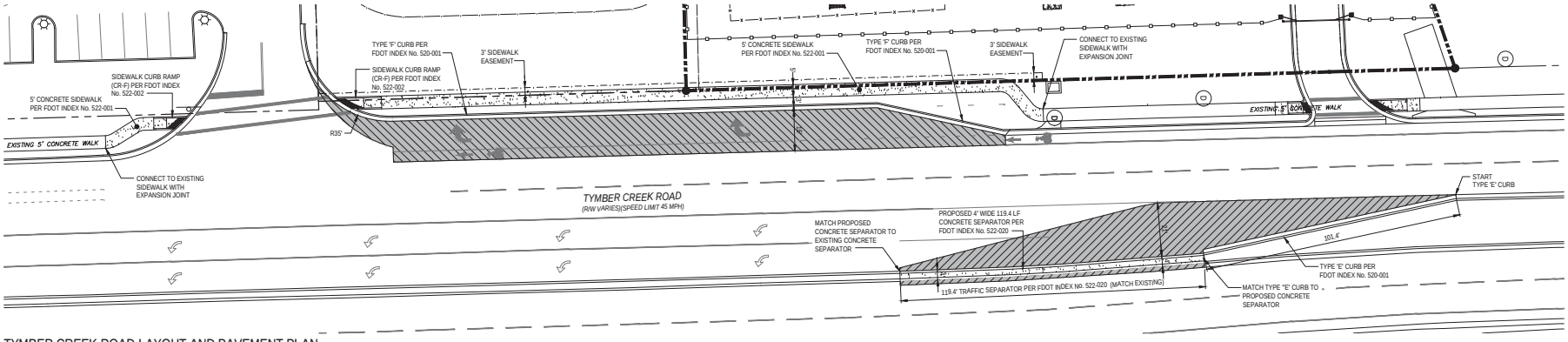


NOTE:
ALL ASPHALT MIX DESIGNS MUST BE PREAPPROVED BY VOLUSIA COUNTY BEFORE PLACEMENT.

VOLUSIA COUNTY ASPHALT SECTION

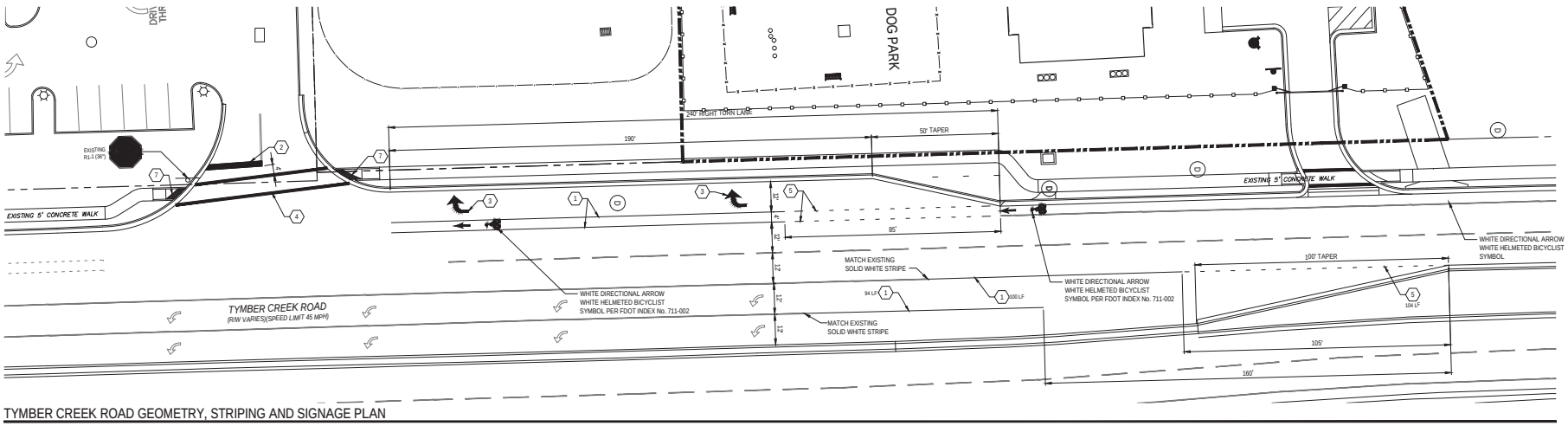
NOT TO SCALE

GRAPHIC SCALE
20 10 0 20 40
1"=20'



TYMBER CREEK ROAD LAYOUT AND PAVEMENT PLAN

SCALE: 1" = 20'



TYMBER CREEK ROAD GEOMETRY, STRIPING AND SIGNAGE PLAN

SCALE: 1" = 20'

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

TYMBER CREEK ROAD
RIGHT-OF-WAY IMPROVEMENTS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
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CHECKED BY:	HHN
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DRAWING NUMBER

24

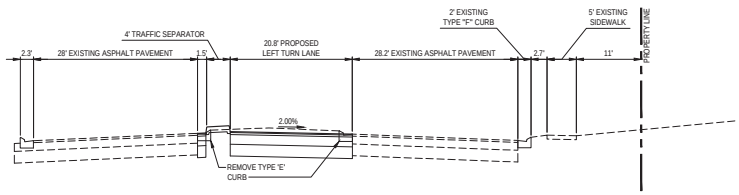
VOLUSIA COUNTY NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT (386) 736-5926 A MINIMUM OF 24 HOURS PRIOR TO THE START OF CONSTRUCTION. FAILURE OF THE PERMITTEE TO OBTAIN THE APPROPRIATE INSPECTIONS PRIOR TO PROCEEDING WITH WORK SHALL NOT RELIEVE THE PERMITTEE FROM REEXCAVATION OR OTHER MEASURES NECESSARY FOR THE INSPECTION OF WORK.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING (386) 736-5968 IS NOT A MEMBER OF SUNSHINE ONE CALL. WHEN REQUESTING LOCATES, PLEASE PROVIDE A MINIMUM ADVANCED NOTIFICATION OF TWO (2) BUSINESS DAYS PRIOR TO PROPOSED WORK.
3. COORDINATION WITH VOLUSIA COUNTY TRAFFIC OPERATIONS (386) 239-6535 IS REQUIRED WITH A MINIMUM ADVANCED NOTICE OF SEVEN (7) DAYS PRIOR TO ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS).
4. OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY SHALL NORMALLY BE CONDUCTED 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY. ANY DEVIATION FROM THESE HOURS REQUIRES PRIOR APPROVAL FROM THE COUNTY DEVELOPMENT ENGINEER. EMERGENCY REPAIRS ARE EXCLUDED FROM THIS TIME RESTRICTION.
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHT-OF-WAY SHALL EITHER REMAIN OPEN OR BE PROVIDED A TEMPORARY WALKWAY IN ACCORDANCE WITH THE CURRENT VERSION OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX NO. 660. ANY DAMAGE TO SIDEWALKS SHALL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR. NEW SIDEWALKS AND SECTIONS THROUGH DRIVEWAYS MUST BE AT A 1.5% CROSS SLOPE AND 2% MAXIMUM CROSS SLOPE PER ADA STANDARDS.
6. DRIVING OR STAGING OF CONSTRUCTION VEHICLES OR MATERIALS IS NOT PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY OR ON PEDESTRIAN WALKWAYS AND PATHS. THERE SHALL BE NO OVERNIGHT CONSTRUCTION VEHICLE RELATED PARKING, CONSTRUCTION MATERIAL PLACEMENT OR STORAGE OF ANY KIND PERMITTED WITHIN THE COUNTY RIGHT-OF-WAY.
7. NO TRENCH OR EXCAVATION SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT, UNLESS APPROVED BY THE COUNTY DEVELOPMENT ENGINEERING INSPECTOR. EXCAVATIONS SHALL MEET THE DROP OFF PROTECTION REQUIREMENTS OF THE LATEST FOOT DESIGN STANDARD INDEX NO. 600.
8. RESTORATION SHALL BE REQUIRED FOR ANY DAMAGE TO SIDEWALKS, CURBS, OR OTHER EXISTING STRUCTURES IN THE RIGHT-OF-WAY. ALL DISTURBED AREAS WITHIN THE COUNTY RIGHT OF WAY SHALL BE RE-GRADED AND SODDED. SEED AND MULCH IS NOT AN ACCEPTABLE ALTERNATIVE TO SODDING.

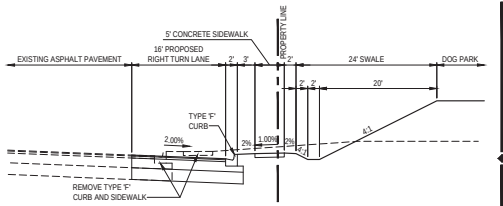
GRAPHIC SCALE
20 10 0 20 40
1"=20'

WARNING !!

CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.



SECTION 1
NOT TO SCALE



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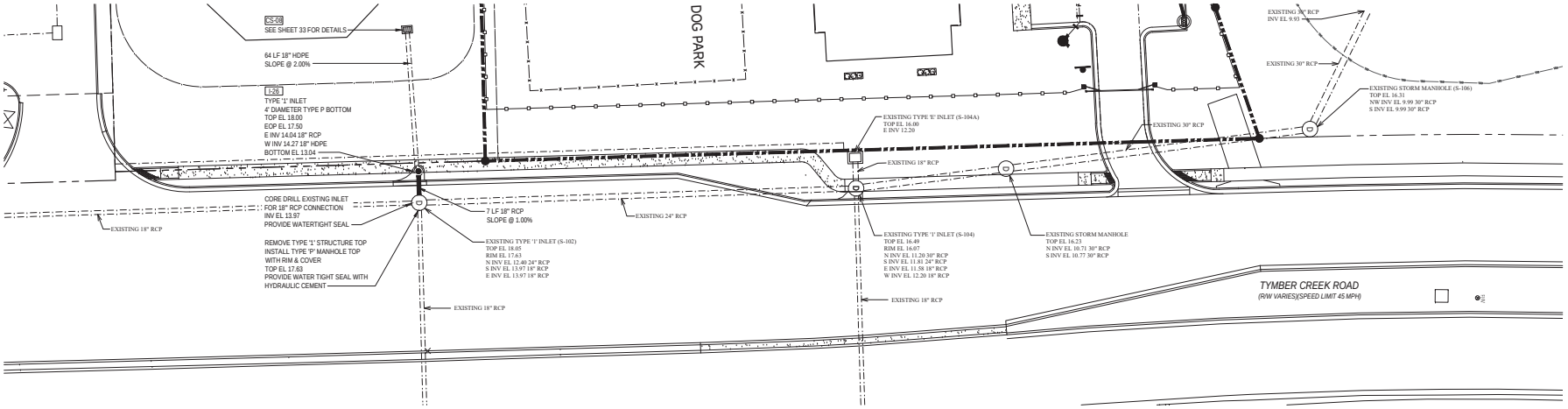
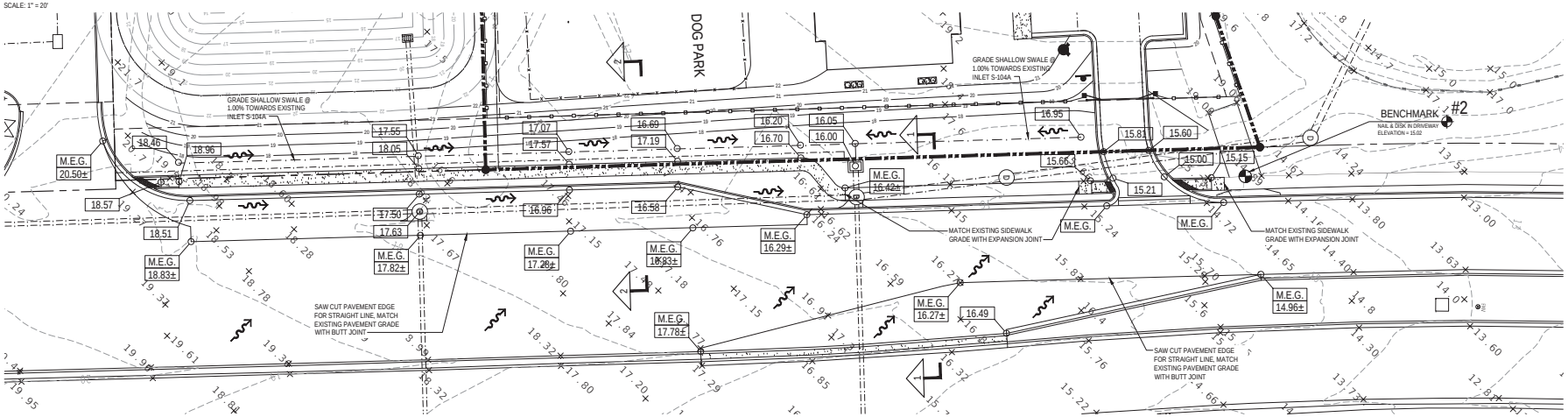


TYMBER CREEK ROAD DRAINAGE PLAN
SCALE: 1" = 20'



TYMBER CREEK ROAD GRADING PLAN
SCALE: 1" = 20'

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REVISIONS

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TYMBER CREEK ROAD R-O-W
DRAINAGE & GRADING
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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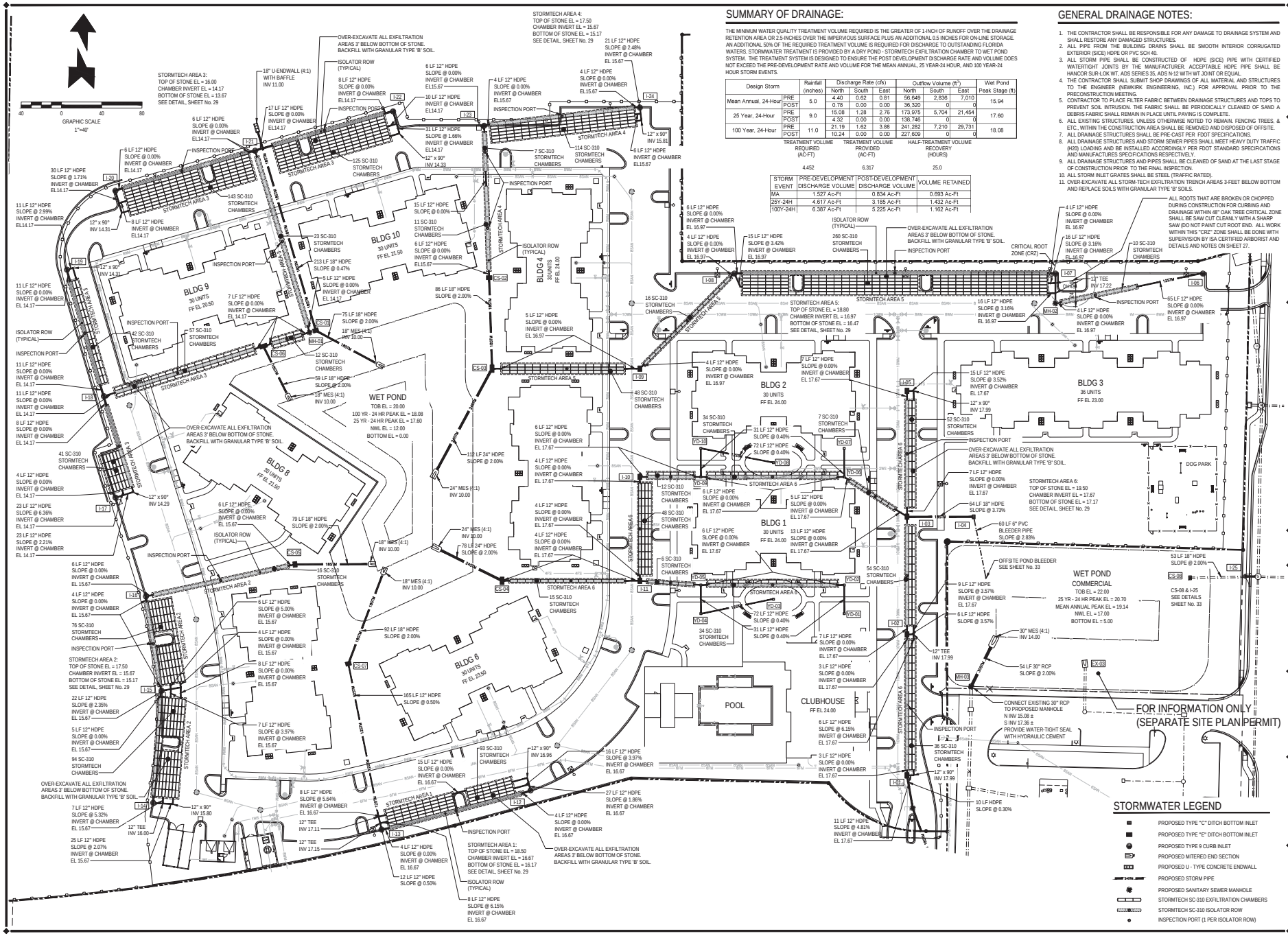

SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS THE GREATER OF 1-INCH OF RUNOFF OVER THE DRAINAGE RETENTION AREA OR 2.5-INCHES OVER THE IMPERVIOUS SURFACE PLUS AN ADDITIONAL 0.5 INCHES FOR ON-LINE STORAGE. AN ADDITIONAL 50% OF THE REQUIRED TREATMENT VOLUME IS REQUIRED FOR DISCHARGE TO OUTSTANDING FLORIDA WATERS. STORMWATER TREATMENT IS PROVIDED BY A DRY POND - STORMTECH EXFILTRATION CHAMBER TO WET POND SYSTEM. THE TREATMENT SYSTEM IS DESIGNED TO ENSURE THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT RATE AND VOLUME FOR THE MEAN ANNUAL, 25 YEAR-24 HOUR, AND 100 YEAR-24 HOUR STORM EVENTS.

Design Storm	Rainfall (inches)	Discharge Rate (cfs)			Outflow Volume (ft³)			Wet Pond Peak Stage (ft)
		North	South	East	North	South	East	
Mean Annual, 24-Hour PRE	5.0	4.40	0.62	0.81	56,649	2,836	7,010	15.94
Mean Annual, 24-Hour POST		0.78	0.00	0.00	36,320	0	0	
25 Year, 24-Hour PRE	9.0	15.08	1.28	2.76	173,975	5,704	21,454	17.60
25 Year, 24-Hour POST		4.32	0.00	0.00	138,746	0	0	
100 Year, 24-Hour PRE	11.0	21.19	1.62	3.88	241,282	7,210	29,731	18.08
100 Year, 24-Hour POST		10.24	0.00	0.00	227,609	0	0	

TREATMENT VOLUME REQUIRED (AC-FT)	TREATMENT VOLUME PROVIDED (AC-FT)	HALF-TREATMENT VOLUME RECOVERY (HOURS)
4.452	6.317	25.0

STORM EVENT	PRE-DEVELOPMENT DISCHARGE VOLUME	POST-DEVELOPMENT DISCHARGE VOLUME	VOLUME RETAINED
MA	1.527 Ac-Ft	0.834 Ac-Ft	0.693 Ac-Ft
25Y-24H	4.617 Ac-Ft	3.185 Ac-Ft	1.432 Ac-Ft
100Y-24H	6.387 Ac-Ft	5.225 Ac-Ft	1.162 Ac-Ft

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SICE) HDPE OR PVC SCH 40.
3. ALL STORM PIPE SHALL BE CONSTRUCTED OF HDPE (SICE) PIPE WITH CERTIFIED WATERTIGHT JOINTS BY THE MANUFACTURER. ACCEPTABLE HDPE PIPE SHALL BE HANCOR SUR-LOK WT, ADS SERIES 35, ADS N-12 WITH WT JOINT OR EQUAL.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
5. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS.FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).
11. OVER-EXCAVATE ALL STORM-TECH EXFILTRATION TRENCH AREAS 3-FEET BELOW BOTTOM AND REPLACE SOILS WITH GRANULAR TYPE 'B' SOILS.

ALL ROOTS THAT ARE BROKEN OR CHOPPED DURING CONSTRUCTION FOR CURBING AND DRAINAGE WITHIN 48" OAK TREE CRITICAL ZONE SHALL BE SAW CUT CLEANLY WITH A SHARP SAW (DO NOT PAINT CUT ROOT END. ALL WORK WITHIN THIS "CRZ" ZONE SHALL BE DONE WITH SUPERVISION BY ISA CERTIFIED ARBORIST AND DETAILS AND NOTES ON SHEET 27.

STORMWATER LEGEND

- PROPOSED TYPE "C" DITCH BOTTOM INLET
- PROPOSED TYPE "E" DITCH BOTTOM INLET
- PROPOSED TYPE 9 CURB INLET
- PROPOSED MITERED END SECTION
- PROPOSED U - TYPE CONCRETE ENDWALL
- PROPOSED STORM PIPE
- PROPOSED SANITARY SEWER MANHOLE
- STORMTECH SC-310 EXFILTRATION CHAMBERS
- STORMTECH SC-310 ISOLATOR ROW
- INSPECTION PORT (1 PER ISOLATOR ROW)

REVISIONS

DATE	DESCRIPTION
12 22 21	SJRWMD COMMENTS
4 7 22	TITLE BLOCK
5 2 22	CITY COMMENTS
10 25 22	OWNER

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DRAINAGE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
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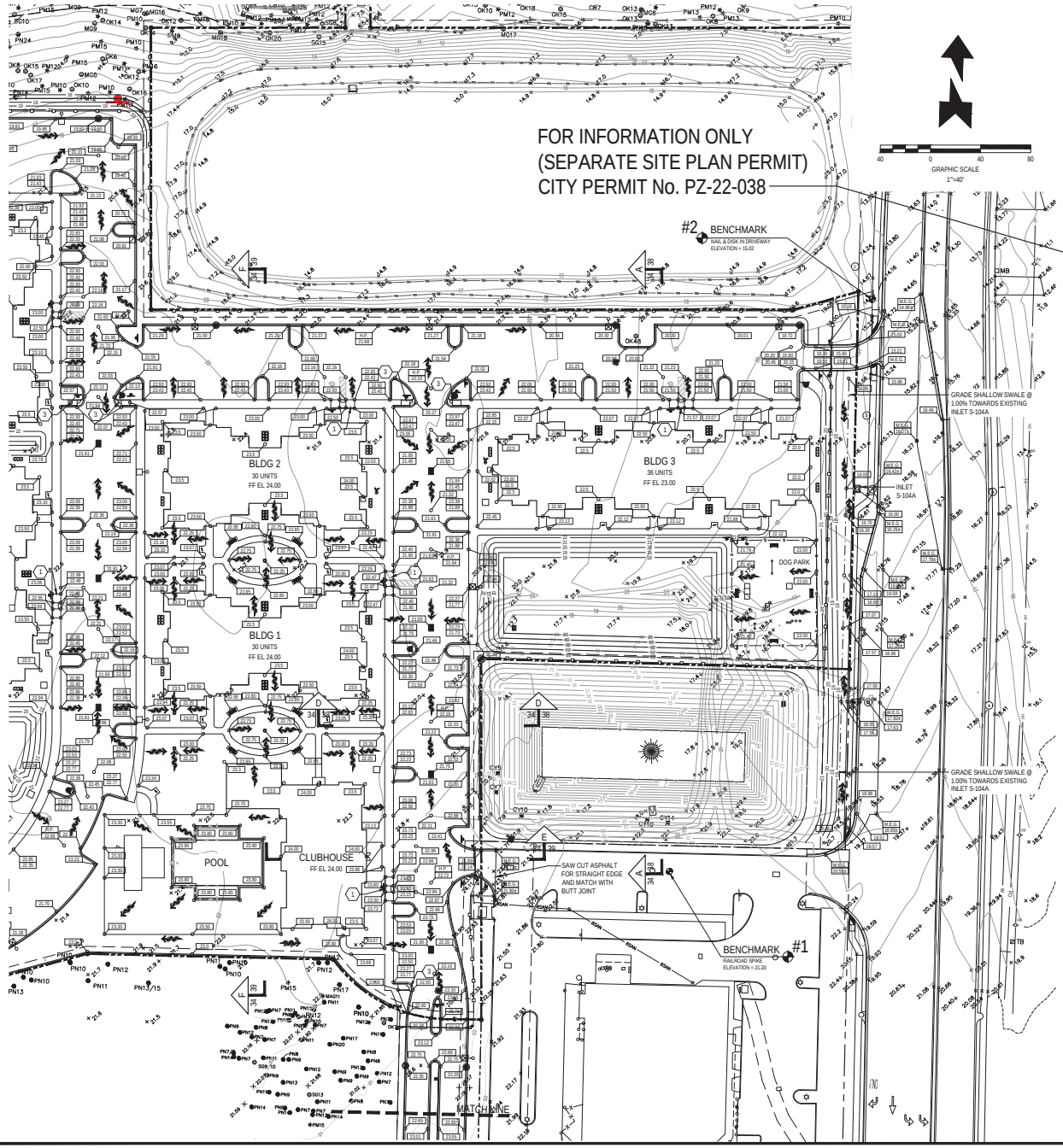

GENERAL EARTHWORK NOTES:

1. REMOVE ALL ORGANIC OR UNSUITABLE MATERIALS. IF ANY MUCK OR MUCK-LIKE MATERIAL IS DISCOVERED, IT WILL BE REQUIRED TO BE REMOVED, BACKFILLED WITH APPROPRIATE FILL, COMPACTED, AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
2. ALL FILLING IS TO BE PERFORMED IN ONE-FOOT LIFTS. THE COMPACTION REQUIREMENT IS 98% FOR PAVED AREAS AND 95% FOR UNPAVED AREAS PER AASHTO T-180 MODIFIED PROCTOR TEST.
3. TEMPORARY FILL STOCKPILING IS NOT PERMITTED IN LIFTS GREATER THAN SIX FEET.
4. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES.
5. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED TO ALLOW THE GRASS TO GROW.
6. ALL NON-PAVED AREAS MUST BE PLANTED, GRASSED, OR MULCHED.

GENERAL GRADING NOTES:

1. CROSS SLOPES OF ACCESSIBLE PARKING SPACES AND ACCESS AISLE SHALL NOT EXCEED 1:48 IN ACCORDANCE WITH SECTION 502.4 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
2. THE MAXIMUM ELEVATION CHANGE AT THE ENTRANCE DOOR MAY NOT EXCEED 1/2 INCH.
3. ALL SIDEWALK LANDINGS SHALL HAVE SLOPES NO GREATER THAN 1/4 INCH / 1 FOOT IN MANEUVERING SPACES AT ALL DOORWAYS.
4. ALL SIDEWALKS SHALL HAVE A 1.0% CROSS SLOPE (2.0% MAXIMUM).
5. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FACBC.
6. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEY OR UTILIZING GEODETIC TOTAL STATION. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR.

BENCHMARK INFORMATION:

#1 RAILROAD SPIKE
ELEVATION = 21.20

#2 NAIL & DISK IN DRIVEWAY
ELEVATION = 15.02

VERTICAL DATA
ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988. FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988.

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE FLOW ARROW
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- MATCH EXISTING GRADE

KEYNOTES:

1. SIDEWALK CURB RAMP C (SEE DETAIL, SHEET No. 63)
2. SIDEWALK CURB RAMP E (SEE DETAIL, SHEET No. 63)
3. SIDEWALK CURB RAMP G (SEE DETAIL, SHEET No. 63)

KEY MAP
NOT TO SCALE

WARNING !!
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One Nation... One Number... 811 Know what's below. Call before you dig.

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GRADING PLAN SHT 1 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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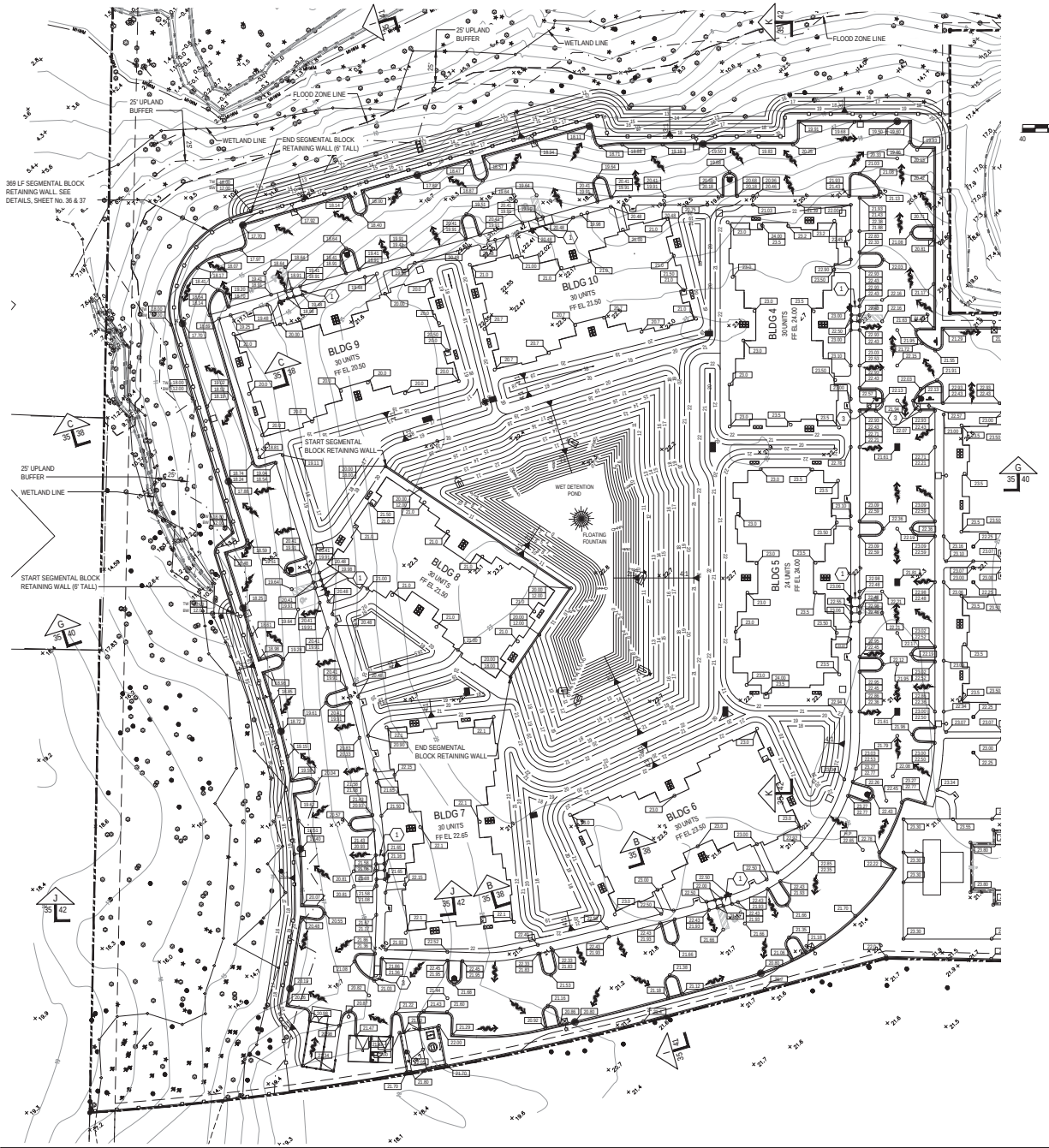

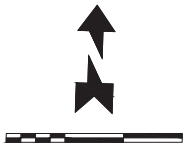

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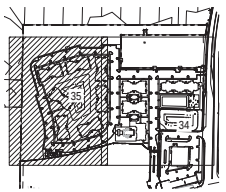

KEY MAP
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GRADING PLAN SHT 2 OF 2
TYMBER CREEK APARTMENTS
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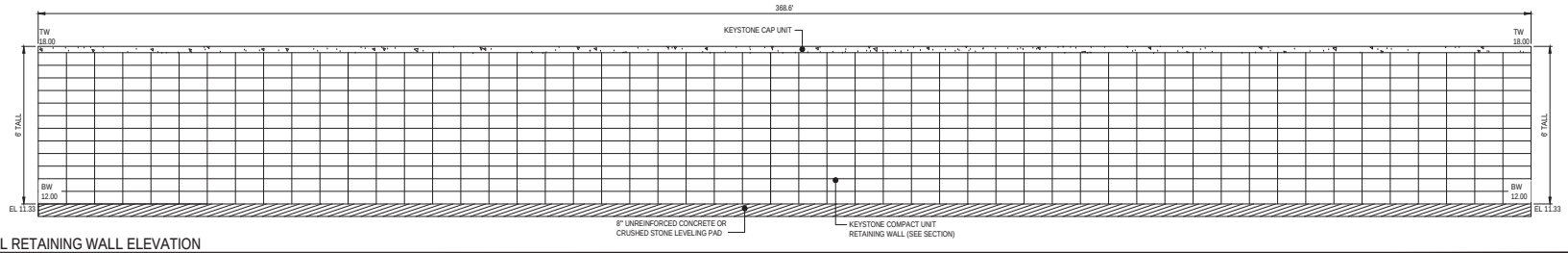
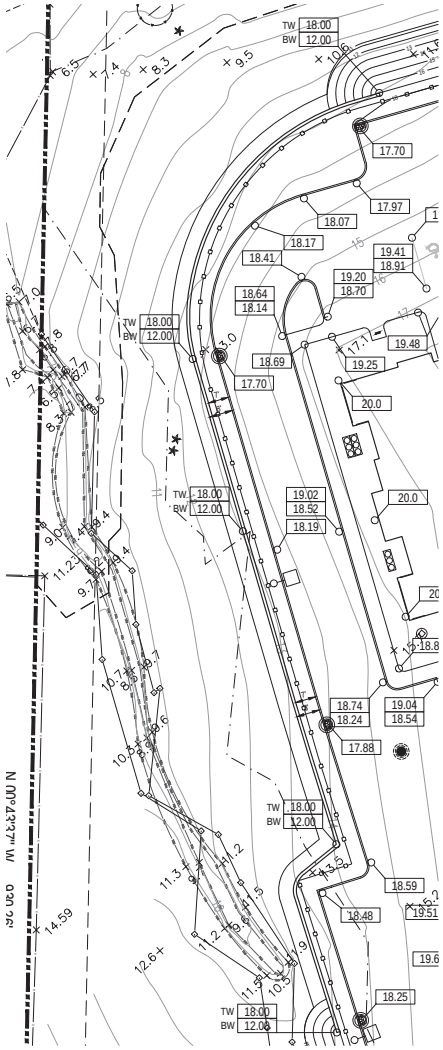
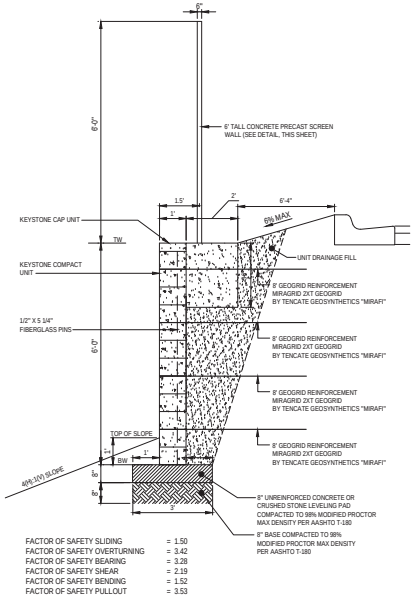


TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE





FACTOR OF SAFETY SLIDING = 1.50
FACTOR OF SAFETY OVERTURNING = 3.42
FACTOR OF SAFETY BEARING = 3.28
FACTOR OF SAFETY SHEAR = 2.19
FACTOR OF SAFETY BENDING = 1.52
FACTOR OF SAFETY PULLOUT = 3.53

RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

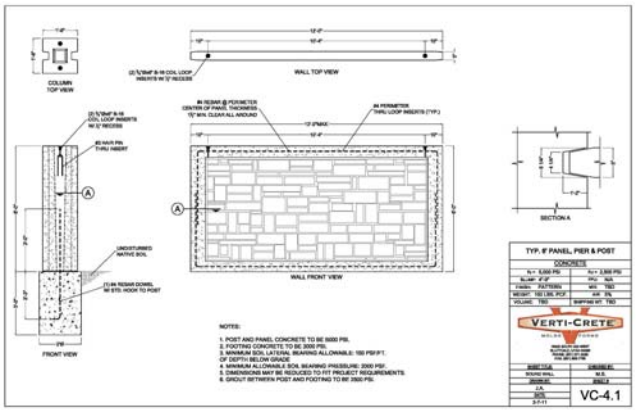
GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
2. THESE PLANS ARE DESIGNED TO CONFORM TO THE STRUCTURAL REQUIREMENTS OF THE 2017 FLORIDA BUILDING CODE (6TH EDITION) FOR A ULTIMATE WIND SPEED OF 140 MPH.
3. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL BY ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION.



TYPICAL SCREEN WALL PHOTO

NOT TO SCALE



SCREEN WALL DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

RETAINING WALL DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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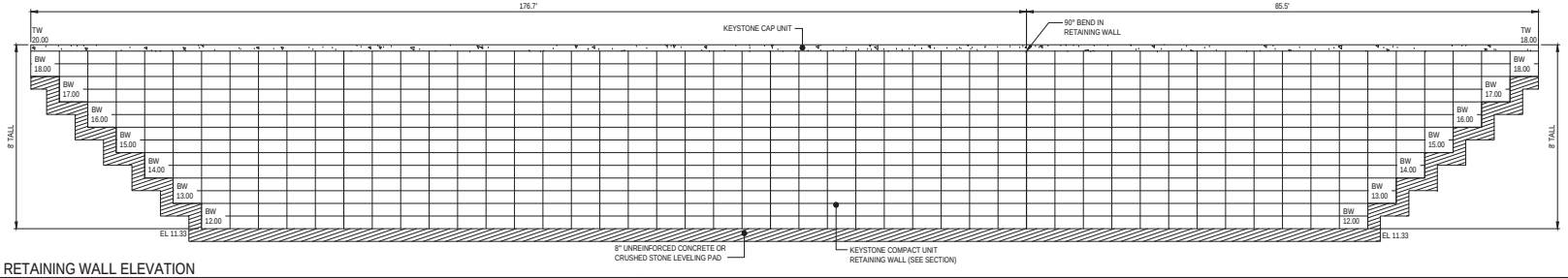
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 20'

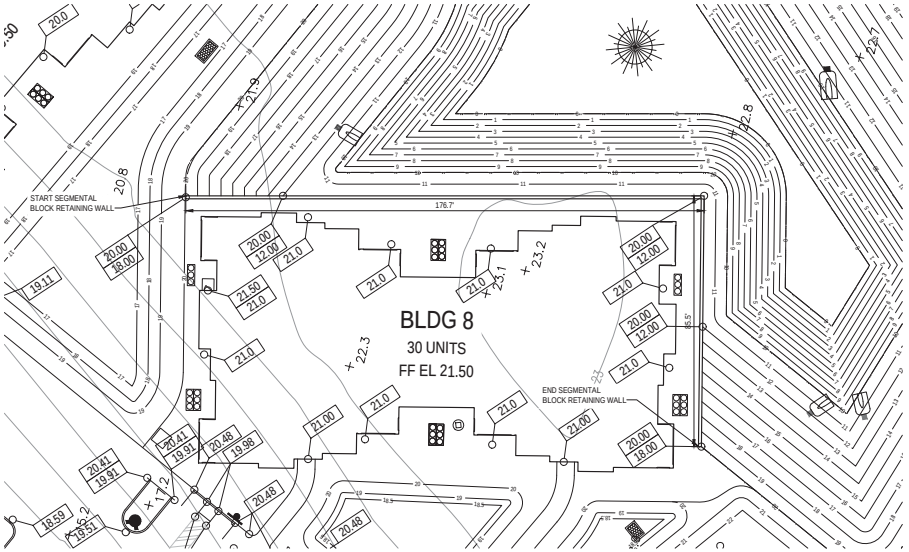
DRAWING NUMBER

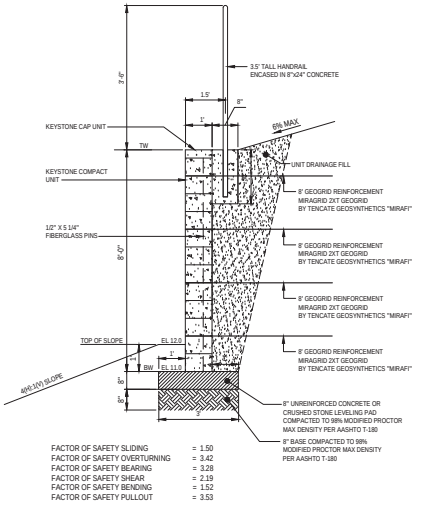
36



TYPICAL RETAINING WALL ELEVATION

NOT TO SCALE





FACTOR OF SAFETY SLIDING	= 1.50
FACTOR OF SAFETY OVERTURNING	= 3.42
FACTOR OF SAFETY BEARING	= 3.28
FACTOR OF SAFETY SHEAR	= 2.19
FACTOR OF SAFETY BENDING	= 1.52
FACTOR OF SAFETY PULLOUT	= 3.53

RETAINING WALL TYPICAL CROSS SECTION

NOT TO SCALE

GENERAL NOTES:

1. CITY OF ORMOND BEACH BUILDING PERMITS REQUIRED FOR SEGMENTAL RETAINING WALL. GENERAL CONTRACTOR TO SUBMIT THIS STRUCTURAL PLAN PREPARED BY NEWKIRK ENGINEERING, INC. TO THE BUILDING DEPARTMENT FOR BUILDING PERMIT.
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PROJECT No:	2020-06
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DESIGN BY:	HHN
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CHECKED BY:	HHN
SCALE:	1" = 20'

DRAWING NUMBER

36.1

SEGMENTAL RETAINING WALL SPECIFICATIONS:

PART 1: GENERAL

1.01 DESCRIPTION

A. WORK SHALL CONSIST OF FURNISHING AND CONSTRUCTION OF A KEYSTONE COMPAC UNIT RETAINING WALL SYSTEM OR EQUAL IN ACCORDANCE WITH THESE SPECIFICATIONS AND IN REASONABLY CLOSE CONFORMITY WITH THE LINES, GRADES, DESIGN, AND DIMENSIONS SHOWN ON THE PLANS.

B. WORK INCLUDES PREPARING FOUNDATION SOIL, FURNISHING AND INSTALLING LEVELING PAD, UNIT DRAINAGE FILL AND BACKFILL TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS.

C. WORK INCLUDES FURNISHING AND INSTALLING GEOGRID SOIL REINFORCEMENT OF THE TYPE, SIZE, LOCATION, AND LENGTHS DESIGNATED ON THE CONSTRUCTION DRAWINGS.

1.02 RELATED SECTIONS

A. SECTION 02300 (31 00 00) - EARTHWORK

1.03 REFERENCE DOCUMENTS

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

1. ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS
1. ASTM C1372 SPECIFICATION FOR DRY-CAST SEGMENTAL RETAINING WALL UNITS
2. ASTM D422 PARTICLE-SIZE ANALYSIS OF SOILS
3. ASTM D698 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -STANDARD EFFORT
4. ASTM D1557 LABORATORY COMPACTION CHARACTERISTICS OF SOIL -MODIFIED EFFORT
5. ASTM D3034 POLYVINYL CHLORIDE PIPE (PVC)
6. ASTM D4318 LIQUID LIMIT, PLASTIC LIMIT AND PLASTICITY INDEX OF SOILS
7. ASTM D4475 HORIZONTAL SHEAR STRENGTH OF PULTRUDED REINFORCED PLASTIC RODS
8. ASTM D4476 FLEXURAL PROPERTIES OF FIBER REINFORCED PULTRUDED PLASTIC RODS
9. ASTM D4595 TENSILE PROPERTIES OF GEOTEXTILES - WIDE WIDTH STRIP
10. ASTM D5262 UNCONFINED TENSION CREEP BEHAVIOR OF GEOSYNTHETICS
11. ASTM D5818 EVALUATE INSTALLATION DAMAGE OF GEOSYNTHETICS
12. ASTM D6637 TENSILE PROPERTIES OF GEOGRIDS - SINGLE OR MULTI-RIB
13. ASTM D6638 CONNECTION STRENGTH - REINFORCEMENT/SEGMENTAL UNITS
14. ASTM D6706 GEOSYNTHETIC PULLOUT RESISTANCE IN SOIL
15. ASTM D6916 SHEAR STRENGTH BETWEEN SEGMENTAL CONCRETE UNITS

B. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

1. AASHTO M 252 CORRUGATED POLYETHYLENE DRAINAGE PIPE

C. GEOSYNTHETIC RESEARCH INSTITUTE (GRI)

1. GRI-GG4 DETERMINATION OF LONG TERM DESIGN STRENGTH OF GEOGRIDS
2. GRI-GG5 DETERMINATION OF GEOGRID (SOIL) PULLOUT

D. NATIONAL CONCRETE MASONRY ASSOCIATION (NCMA)

1. NCMA SRWU-1 TEST METHOD FOR DETERMINING CONNECTION STRENGTH OF SRW
2. NCMA SRWU-2 TEST METHOD FOR DETERMINING SHEAR STRENGTH OF SRW

1.04 SUBMITTALS/CERTIFICATION

A. CONTRACTOR SHALL SUBMIT A MANUFACTURER'S CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM COMPONENTS MEET THE REQUIREMENTS OF THIS SPECIFICATION AND THE STRUCTURE DESIGN.

B. CONTRACTOR SHALL SUBMIT CONSTRUCTION DRAWINGS AND DESIGN CALCULATIONS FOR THE RETAINING WALL SYSTEM PREPARED AND STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT. THE ENGINEERING DESIGNS, TECHNIQUES, AND MATERIAL EVALUATIONS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S DESIGN MANUAL, NCMA DESIGN GUIDELINES FOR SEGMENTAL RETAINING WALLS, OR THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (WHICHEVER IS APPLICABLE TO DESIGNER).

C. CONTRACTOR SHALL SUBMIT A TEST REPORT DOCUMENTING STRENGTH OF SPECIFIC MODULAR CONCRETE UNIT AND GEOGRID REINFORCEMENT CONNECTION. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL BE EQUAL TO THE LABORATORY TESTED ULTIMATE STRENGTH OF GEOGRID / FACING UNIT CONNECTION AT A MAXIMUM NORMAL FORCE LIMITED BY THE "HINGE HEIGHT" OF THE STRUCTURE DIVIDED BY A SAFETY FACTOR OF 1.5. THE CONNECTION STRENGTH EVALUATION SHALL BE PERFORMED IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU_1).

1.05 QUALITY ASSURANCE

A. CONTRACTOR SHALL SUBMIT CERTIFICATION, PRIOR TO START OF WORK, THAT THE RETAINING WALL SYSTEM (MODULAR CONCRETE UNITS AND SPECIFIC GEOGRID):

1) HAS BEEN SUCCESSFULLY UTILIZED ON A MINIMUM OF FIVE (5) SIMILAR PROJECTS, I.E., HEIGHT, SOIL FILL TYPES, ERECTION TOLERANCES, ETC.; AND

2) HAS BEEN SUCCESSFULLY INSTALLED ON A MINIMUM OF 1 MILLION (1,000,000) SQUARE FEET OF RETAINING WALLS.

B. CONTRACTOR SHALL SUBMIT A LIST OF FIVE (5) PREVIOUSLY CONSTRUCTED PROJECTS OF SIMILAR SIZE AND MAGNITUDE BY THE WALL INSTALLER WHERE THE SPECIFIC RETAINING WALL SYSTEM HAS BEEN CONSTRUCTED SUCCESSFULLY. CONTACT NAMES AND TELEPHONE NUMBERS SHALL BE LISTED FOR EACH PROJECT.

C. CONTRACTOR SHALL PROVIDE EVIDENCE THAT THE DESIGN ENGINEER HAS A MINIMUM OF FIVE YEARS OF DOCUMENTAL EXPERIENCE IN THE DESIGN FOR REINFORCED SOIL STRUCTURES. THE DESIGN ENGINEER SHALL PROVIDE PROOF OF CURRENT PROFESSIONAL LIABILITY INSURANCE WITH AN AGGREGATE COVERAGE LIMIT OF NOT LESS THAN $2,000,000.

D. OWNER SHALLMAY PROVIDE SOIL TESTING AND QUALITY ASSURANCE INSPECTION DURING EARTHWORK AND WALL CONSTRUCTION OPERATIONS. CONTRACTOR SHALL PROVIDE ANY QUALITY CONTROL TESTING OR INSPECTION NOT PROVIDED BY THE OWNER. OWNER'S QUALITY ASSURANCE PROGRAM DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR QUALITY CONTROL AND WALL PERFORMANCE.

1.06 DELIVERY, STORAGE AND HANDLING

A. CONTRACTOR SHALL CHECK ALL MATERIALS UPON DELIVERY TO ASSURE THAT THE PROPER TYPE, GRADE, COLOR, AND CERTIFICATION HAVE BEEN RECEIVED.

B. CONTRACTOR SHALL PROTECT ALL MATERIALS FROM DAMAGE DUE TO JOBSITE CONDITIONS AND IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. DAMAGED MATERIALS SHALL NOT BE INCORPORATED INTO THE WORK.

PART 2: PRODUCTS

2.01 DEFINITIONS

A. MODULAR UNIT _ A CONCRETE RETAINING WALL ELEMENT MACHINE MADE FROM PORTLAND CEMENT, WATER, AND AGGREGATES.

B. STRUCTURAL GEOGRID _ A STRUCTURAL ELEMENT FORMED BY A REGULAR NETWORK OF INTEGRALLY CONNECTED TENSILE ELEMENTS WITH APERTURES OF SUFFICIENT SIZE TO ALLOW INTERLOCKING WITH SURROUNDING SOIL, ROCK, OR EARTH AND FUNCTION PRIMARILY AS REINFORCEMENT.

C. UNIT DRAINAGE FILL _ DRAINAGE AGGREGATE, WHICH IS PLACED WITHIN AND IMMEDIATELY BEHIND THE MODULAR CONCRETE UNITS.

D. REINFORCED BACKFILL _ COMPACTED SOIL, WHICH IS PLACED WITHIN THE REINFORCED SOIL VOLUME AS OUTLINED ON THE PLANS.

2.02 MODULAR CONCRETE RETAINING WALL UNITS

A. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING ARCHITECTURAL REQUIREMENTS:

1. FACE COLOR - CONCRETE GRAY, UNLESS OTHERWISE SPECIFIED. THE OWNER MAY SPECIFY STANDARD MANUFACTURERS' COLOR.
2. FACE FINISH _ SCULPTURED ROCK FACE IN ANGULAR TRI-PLANER CONFIGURATION. OTHER FACE FINISHES WILL NOT BE ALLOWED WITHOUT WRITTEN APPROVAL OF OWNER.
3. BOND CONFIGURATION _ RUNNING WITH BONDS NOMINALLY LOCATED AT MIDPOINT VERTICALLY ADJACENT UNITS, IN BOTH STRAIGHT AND CURVED ALIGNMENTS.
4. EXPOSED SURFACES OF UNITS SHALL BE FREE OF CHIPS, CRACKS OR OTHER IMPERFECTIONS WHEN VIEWED FROM A DISTANCE OF 10 FEET UNDER DIFFUSED LIGHTING.

B. MODULAR CONCRETE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C1372 - STANDARD SPECIFICATIONS FOR SEGMENTAL RETAINING WALL UNITS.

C. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING STRUCTURAL AND GEOMETRIC REQUIREMENTS MEASURED IN ACCORDANCE WITH ASTM C140 SAMPLING AND TESTING CONCRETE MASONRY UNITS:

1. COMPRESSIVE STRENGTH: 3000 PSI (21 MPA);
2. ABSORPTION: 8 % (6% IN NORTHERN STATES) FOR STANDARD WEIGHT AGGREGATES;
3. DIMENSIONAL TOLERANCES: ± 1/8" (3 MM) FROM NOMINAL UNIT DIMENSIONS NOT INCLUDING ROUGH SPLIT FACE, ±1/16" (1.5 MM) UNIT HEIGHT - TOP AND BOTTOM PLANES;
4. UNIT SIZE: 8" (203 MM) H X 18" (457 MM)W X 12" (304 MM)D MINIMUM;
5. UNIT WEIGHT: 75-LBS/UNIT (35 KG/UNIT) MINIMUM FOR STANDARD WEIGHT AGGREGATES.

D. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING PERFORMANCE TESTING:

1. INTER_UNIT SHEAR STRENGTH IN ACCORDANCE WITH ASTM D6916 (NCMA SRWU-2): 600-PLF (8 KNM) MINIMUM AT 2-PSI (13 KPA) NORMAL PRESSURE;
2. GEOGRID/UNIT PEAK CONNECTION STRENGTH IN ACCORDANCE WITH ASTM D6638 (NCMA SRWU-1): 550-PLF (7 KNM) MINIMUM AT 2-PSI (13 KPA) NORMAL FORCE.

E. MODULAR CONCRETE UNITS SHALL CONFORM TO THE FOLLOWING CONSTRUCTABILITY REQUIREMENTS:

1. VERTICAL SETBACK = 1/8"± (3 MM) PER COURSE (NEAR VERTICAL) OR 1" (25 MM)+ PER COURSE PER THE DESIGN;
2. ALIGNMENT AND GRID POSITIONING MECHANISM _ FIBERGLASS PINS, TWO PER UNIT MINIMUM;
3. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

2.03 SHEAR CONNECTORS

A. SHEAR CONNECTORS SHALL BE 1/2-INCH (12 MM) DIAMETER THERMOSET ISOPTHALIC POLYESTER RESIN, PULTRUDED FIBERGLASS REINFORCEMENT RODS OR EQUIVALENT TO PROVIDE CONNECTION BETWEEN VERTICALLY AND HORIZONTALLY ADJACENT UNITS WITH THE FOLLOWING REQUIREMENTS:

1. FLEXURAL STRENGTH IN ACCORDANCE WITH ASTM D4476: 128,000 PSI (882 MPA) MINIMUM;
2. SHORT BEAM SHEAR IN ACCORDANCE WITH ASTM D4475: 6,400 PSI (44 MPA) MINIMUM.

B. SHEAR CONNECTORS SHALL BE CAPABLE OF HOLDING THE GEOGRID IN THE PROPER DESIGN POSITION DURING GRID PRE_TENSIONING AND BACKFILLING.

2.04 BASE LEVELING PAD MATERIAL

A. MATERIAL SHALL CONSIST OF A COMPACTED CRUSHED STONE BASE OR NON_REINFORCED CONCRETE AS SHOWN ON THE CONSTRUCTION DRAWINGS.

2.05 UNIT DRAINAGE FILL

A. UNIT DRAINAGE FILL SHALL CONSIST OF CLEAN 1" (25 MM) MINUS CRUSHED STONE OR CRUSHED GRAVEL MEETING THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
1 INCH (25 MM)	100
3/4-INCH (19 MM)	75_100
NO. 4	0 _ 10
NO. 50	0 _ 5

B. ONE CUBIC FOOT (0.028 M3), MINIMUM, OF DRAINAGE FILL SHALL BE USED FOR EACH SQUARE FOOT (0.093 M2) OF WALL FACE. DRAINAGE FILL SHALL BE PLACED WITHIN CORES OF, BETWEEN, AND BEHIND UNITS TO MEET THIS REQUIREMENT.

2.06 REINFORCED BACKFILL

A. REINFORCED BACKFILL SHALL BE FREE OF DEBRIS AND MEET THE FOLLOWING GRADATION TESTED IN ACCORDANCE WITH ASTM D-422:

SIEVE SIZE	PERCENT PASSING
2-INCH (50 MM)	100
3/4-INCH (19 MM)	100_75
NO. 40	0_60
NO. 200	0_35

PLASTICITY INDEX (PI) <15 AND LIQUID LIMIT <40 PER ASTM D-4318.

B. THE MAXIMUM AGGREGATE SIZE SHALL BE LIMITED TO 3/4 INCH (19 MM) UNLESS FIELD TESTS HAVE BEEN PERFORMED TO EVALUATE POTENTIAL STRENGTH REDUCTIONS TO THE GEOGRID DESIGN DUE TO DAMAGE DURING CONSTRUCTION.

C. MATERIAL CAN BE SITE-EXCAVATED SOILS WHERE THE ABOVE REQUIREMENTS CAN BE MET. UNSUITABLE SOILS FOR BACKFILL (HIGH PLASTIC CLAYS OR ORGANIC SOILS) SHALL NOT BE USED IN THE BACKFILL OR IN THE REINFORCED SOIL MASS.

D. CONTRACTOR SHALL SUBMIT REINFORCED FILL SAMPLE AND LABORATORY TEST RESULTS TO THE ARCHITECT/ENGINEER FOR APPROVAL PRIOR TO THE USE OF ANY PROPOSED REINFORCED FILL MATERIAL.

2.07 GEOGRID SOIL REINFORCEMENT

A. GEOSYNTHETIC REINFORCEMENT SHALL CONSIST OF GEOGRIDS MANUFACTURED SPECIFICALLY FOR SOIL REINFORCEMENT APPLICATIONS, AND SHALL BE MANUFACTURED FROM HIGH TENACITY POLYESTER YARN OR HIGH-DENSITY POLYETHYLENE. POLYESTER GEOGRID SHALL BE KNITTED FROM HIGH TENACITY POLYESTER FILAMENT YARN WITH A MOLECULAR WEIGHT EXCEEDING 25,000 GM AND A CARBOXYL END GROUP VALUES LESS THAN 30. POLYESTER GEOGRID SHALL BE COATED WITH AN IMPREGNATED PVC COATING THAT RESISTS PEELING, CRACKING, AND STRIPPING.

B. TA, LONG TERM ALLOWABLE TENSILE DESIGN LOAD, OF THE GEOGRID MATERIAL SHALL BE DETERMINED AS FOLLOWS:

TA = TULT / (RFCR*RFDR*RFID*FS)
TA SHALL BE EVALUATED BASED ON A 75-YEAR DESIGN LIFE.

1. TULT, SHORT TERM ULTIMATE TENSILE STRENGTH SHALL BE DETERMINED IN ACCORDANCE WITH ASTM D4595 OR ASTM D6637.
   TULT IS BASED ON THE MINIMUM AVERAGE ROLL VALUES (MARV).
2. RFCR, REDUCTION FACTOR FOR LONG TERM TENSION CREEP
   RFCR SHALL BE DETERMINED FROM 10,000-HOUR CREEP TESTING PERFORMED IN ACCORDANCE WITH ASTM D5262. REDUCTION VALUE = 1.45 MINIMUM.
3. RFD, REDUCTION FACTOR FOR DURABILITY
   RFD SHALL BE DETERMINED FROM POLYMER SPECIFIC DURABILITY TESTING COVERING THE RANGE OF EXPECTED SOIL ENVIRONMENTS. RFD = 1.10 MINIMUM.
4. RFID, REDUCTION FACTOR FOR INSTALLATION DAMAGE
   RFID SHALL BE DETERMINED FROM PRODUCT SPECIFIC CONSTRUCTION DAMAGE TESTING PERFORMED IN ACCORDANCE WITH ASTM D5818 (GRI_GG4). TEST RESULTS SHALL BE PROVIDED FOR EACH PRODUCT TO BE USED WITH PROJECT SPECIFIC OR MORE SEVERE SOIL TYPE. RFID = 1.05 MINIMUM.
5. FS, OVERALL DESIGN FACTOR OF SAFETY
   FS SHALL BE 1.5 UNLESS OTHERWISE NOTED FOR THE MAXIMUM ALLOWABLE WORKING STRESS CALCULATION.

C. THE MAXIMUM DESIGN TENSILE LOAD OF THE GEOGRID SHALL NOT EXCEED THE LABORATORY TESTED ULTIMATE STRENGTH OF THE GEOGRID/FACING UNIT CONNECTION AS LIMITED BY THE "HINGE HEIGHT" DIVIDED BY A FACTOR OF SAFETY OF 1.5. THE CONNECTION STRENGTH TESTING AND COMPUTATION PROCEDURES SHALL BE IN ACCORDANCE WITH ASTM D6638 CONNECTION STRENGTH BETWEEN GEOSYNTHETIC REINFORCEMENT AND SEGMENTAL CONCRETE UNITS (NCMA SRWU-1).

D. SOIL INTERACTION COEFFICIENT, CI
   CI VALUES SHALL BE DETERMINED PER ASTM D6706 (GRI:GG5) AT A MAXIMUM 0.75-INCH (19 MM) DISPLACEMENT.

E. MANUFACTURING QUALITY CONTROL
   THE GEOGRID MANUFACTURER SHALL HAVE A MANUFACTURING QUALITY CONTROL PROGRAM THAT INCLUDES QC TESTING BY AN INDEPENDENT LABORATORY.
   THE QC TESTING SHALL INCLUDE:
   TENSILE STRENGTH TESTING
   MELT FLOW INDEX (HDPE)
   MOLECULAR WEIGHT (POLYESTER)

2.08 DRAINAGE PIPE

A. IF REQUIRED, THE DRAINAGE PIPE SHALL BE PERFORATED OR SLOTTED PVC PIPE MANUFACTURED IN ACCORDANCE WITH ASTM D-3034 OR CORRUGATED HDPE PIPE MANUFACTURED IN ACCORDANCE WITH AASHTO M252.

2.09 GEOTEXTILE FILTER FABRIC

A. WHEN REQUIRED, GEOTEXTILE FILTER FABRIC SHALL BE 4.0 OZ/SY, POLYPROPYLENE, NEEDLEPUNCHED NONWOVEN FABRIC.

PART 3: EXECUTION

3.01 EXCAVATION

A. CONTRACTOR SHALL EXCAVATE TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS. OWNER'S REPRESENTATIVE SHALL INSPECT THE EXCAVATION AND APPROVE PRIOR TO PLACEMENT OF LEVELING MATERIAL OR FILL SOILS. PROOF ROLL FOUNDATION AREA AS DIRECTED TO DETERMINE IF REMEDIAL WORK IS REQUIRED.

B. OVER_EXCAVATION AND REPLACEMENT OF UNSUITABLE FOUNDATION SOILS AND REPLACEMENT WITH APPROVED COMPACTED FILL WILL BE COMPENSATED AS AGREED UPON WITH THE OWNER.

3.02 BASE LEVELING PAD

A. LEVELING PAD MATERIAL SHALL BE PLACED TO THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS, TO A MINIMUM THICKNESS OF 6 INCHES (150 MM) AND EXTEND LATERALLY A MINIMUM OF 6" (150 MM) IN FRONT AND BEHIND THE MODULAR WALL UNIT.

B. SOIL LEVELING PAD MATERIALS SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557.

C. LEVELING PAD SHALL BE PREPARED TO INSURE FULL CONTACT TO THE BASE SURFACE OF THE CONCRETE UNITS.

3.03 MODULAR UNIT INSTALLATION

A. FIRST COURSE OF UNITS SHALL BE PLACED ON THE LEVELING PAD AT THE APPROPRIATE LINE AND GRADE. ALIGNMENT AND LEVEL SHALL BE CHECKED IN ALL DIRECTIONS AND INSURE THAT ALL UNITS ARE IN FULL CONTACT WITH THE BASE AND PROPERLY SEATED.

B. PLACE THE FRONT OF UNITS SIDE-BY-SIDE. DO NOT LEAVE GAPS BETWEEN ADJACENT UNITS. LAYOUT OF CORNERS AND CURVES SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

C. INSTALL SHEAR/CONNECTING DEVICES PER MANUFACTURER'S RECOMMENDATIONS.

D. PLACE AND COMPACT DRAINAGE FILL WITHIN AND BEHIND WALL UNITS. PLACE AND COMPACT BACKFILL SOIL BEHIND DRAINAGE FILL. FOLLOW WALL ERECTION AND DRAINAGE FILL CLOSELY WITH STRUCTURE BACKFILL.

E. MAXIMUM STACKED VERTICAL HEIGHT OF WALL UNITS, PRIOR TO UNIT DRAINAGE FILL AND BACKFILL PLACEMENT AND COMPACTION, SHALL NOT EXCEED TWO COURSES.

3.04 STRUCTURAL GEOGRID INSTALLATION

A. GEOGRID SHALL BE ORIENTED WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL ALIGNMENT.

B. GEOGRID REINFORCEMENT SHALL BE PLACED AT THE STRENGTHS, LENGTHS, AND ELEVATIONS SHOWN ON THE CONSTRUCTION DESIGN DRAWINGS OR AS DIRECTED BY THE ENGINEER.

C. THE GEOGRID SHALL BE LAID HORIZONTALLY ON COMPACTED BACKFILL AND ATTACHED TO THE MODULAR WALL UNITS. PLACE THE NEXT COURSE OF MODULAR CONCRETE UNITS OVER THE GEOGRID. THE GEOGRID SHALL BE PULLED TAUT, AND ANCHORED PRIOR TO BACKFILL PLACEMENT ON THE GEOGRID.

D. GEOGRID REINFORCEMENTS SHALL BE CONTINUOUS THROUGHOUT THEIR EMBEDMENT LENGTHS AND PLACED SIDE-BY-SIDE TO PROVIDE 100% COVERAGE AT EACH LEVEL. SPLICED CONNECTIONS BETWEEN SHORTER PIECES OF GEOGRID OR GAPS BETWEEN ADJACENT PIECES OF GEOGRID ARE NOT PERMITTED.

3.05 REINFORCED BACKFILL PLACEMENT

A. REINFORCED BACKFILL SHALL BE PLACED, SPREAD, AND COMPACTED IN SUCH A MANNER THAT MINIMIZES THE DEVELOPMENT OF SLACK IN THE GEOGRID AND INSTALLATION DAMAGE.

B. REINFORCED BACKFILL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED 6 INCHES (150 MM) WHERE HAND COMPACTION IS USED, OR 8 - 10 INCHES (200 TO 250 MM) WHERE HEAVY COMPACTION EQUIPMENT IS USED. LIFT THICKNESS SHALL BE DECREASED TO ACHIEVE THE REQUIRED DENSITY AS REQUIRED.

C. REINFORCED BACKFILL SHALL BE COMPACTED TO A MINIMUM OF 95 % STANDARD PROCTOR DENSITY PER ASTM D-698 OR 92% MODIFIED PROCTOR DENSITY PER ASTM D1557. THE MOISTURE CONTENT OF THE BACKFILL MATERIAL PRIOR TO AND DURING COMPACTION SHALL BE UNIFORMLY DISTRIBUTED THROUGHOUT EACH LAYER AND SHALL BE DRY OF OPTIMUM, + 0%, - 3%.

D. ONLY LIGHTWEIGHT HAND_OPERATED EQUIPMENT SHALL BE ALLOWED WITHIN 3 FEET (1 M) FROM THE TAIL OF THE MODULAR CONCRETE UNIT.

E. TRACKED CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED DIRECTLY UPON THE GEOGRID REINFORCEMENT. A MINIMUM FILL THICKNESS OF 6 INCHES (150 MM) IS REQUIRED PRIOR TO OPERATION OF TRACKED VEHICLES OVER THE GEOGRID. TRACKED VEHICLE TURNING SHOULD BE KEPT TO A MINIMUM TO PREVENT TRACKS FROM DISPLACING THE FILL AND DAMAGING THE GEOGRID.

F. RUBBER TIRED EQUIPMENT MAY PASS OVER GEOGRID REINFORCEMENT AT SLOW SPEEDS, LESS THAN 10 MPH (15 KPH). SUDDEN BRAKING AND SHARP TURNING SHALL BE AVOIDED.

G. AT THE END OF EACH DAY'S OPERATION, THE CONTRACTOR SHALL SLOPE THE LAST LIFT OF REINFORCED BACKFILL AWAY FROM THE WALL UNITS TO DIRECT RUNOFF AWAY FROM WALL FACE. THE CONTRACTOR SHALL NOT ALLOW SURFACE RUNOFF FROM ADJACENT AREAS TO ENTER THE WALL CONSTRUCTION SITE.

3.06 CAP INSTALLATION

A. CAP UNITS SHALL BE GLUED TO UNDERLYING UNITS WITH AN ALL-WEATHER ADHESIVE RECOMMENDED BY THE MANUFACTURER.

3.07 AS-BUILT CONSTRUCTION TOLERANCES

A. VERTICAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.

B. WALL BATTER: WITHIN 2 DEGREES OF DESIGN BATTER.

C. HORIZONTAL ALIGNMENT: ± 1.5" (40 MM) OVER ANY 10' (3 M) DISTANCE.
   CORNERS, BENDS & CURVES: ± 1 FT (300 MM) TO THEORETICAL LOCATION.

D. MAXIMUM HORIZONTAL GAP BETWEEN ERECTED UNITS SHALL BE 1/2 INCH (13 MM).

3.08 FIELD QUALITY CONTROL

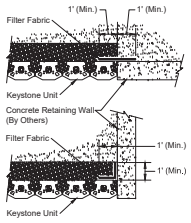
A. QUALITY ASSURANCE - THE OWNER SHALLMAY ENGAGE INSPECTION AND TESTING SERVICES, INCLUDING INDEPENDENT LABORATORIES, TO PROVIDE QUALITY ASSURANCE AND TESTING SERVICES DURING CONSTRUCTION. THIS DOES NOT RELIEVE THE CONTRACTOR FROM SECURING THE NECESSARY CONSTRUCTION QUALITY CONTROL TESTING.

B. QUALITY ASSURANCE SHOULD INCLUDE FOUNDATION SOIL INSPECTION, VERIFICATION OF GEOTECHNICAL DESIGN PARAMETERS, AND VERIFICATION THAT THE CONTRACTOR'S QUALITY CONTROL TESTING IS ADEQUATE AS A MINIMUM. QUALITY ASSURANCE SHALL ALSO INCLUDE OBSERVATION OF CONSTRUCTION FOR GENERAL COMPLIANCE WITH DESIGN DRAWINGS AND PROJECT SPECIFICATIONS. (QUALITY ASSURANCE IS USUALLY BEST PERFORMED BY THE SITE GEOTECHNICAL ENGINEER.)

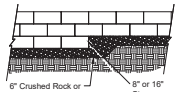
C. QUALITY CONTROL - THE CONTRACTOR SHALL ENGAGE INSPECTION AND TESTING SERVICES TO PERFORM THE MINIMUM QUALITY CONTROL TESTING DESCRIBED IN THE RETAINING WALL DESIGN PLANS AND SPECIFICATIONS. ONLY QUALIFIED AND EXPERIENCED TECHNICIANS AND ENGINEERS SHALL PERFORM TESTING AND INSPECTION SERVICES.

D. QUALITY CONTROL TESTING SHALL INCLUDE SOIL AND BACKFILL TESTING TO VERIFY SOIL TYPES AND COMPACTION AND VERIFICATION THAT THE RETAINING WALL IS BEING CONSTRUCTED IN ACCORDANCE WITH THE DESIGN PLANS AND PROJECT SPECIFICATIONS.

KEYSTONE
A CONTECH COMPANY
4444 W 78th Street
Minneapolis, MN 55435
952-897-1040

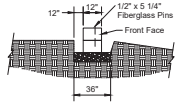


Connection Details
Compac Unit - Shown



Elevation

Note:
1. The leveling pad is to be constructed of crushed stone or 2000 psi unreinforced concrete.



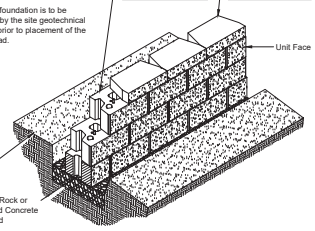
Section

Leveling Pad Detail

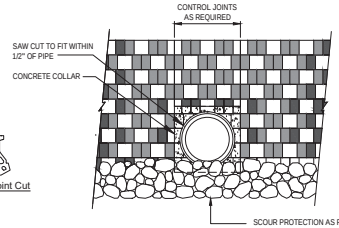
Base Leveling Pad Notes:
1. The leveling pad is to be constructed of crushed stone or 2,000 psi unreinforced concrete
2. The base foundation is to be approved by the site geotechnical engineer prior to placement of the leveling pad.

Compac Unit	
Width:	18"
*Depth:	12"
Height:	8"
*Weight:	90 lbs

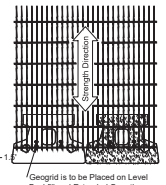
Cap Unit	
Width:	18"
*Depth:	10 1/2"
Height:	4"
*Weight:	50 lbs



Compac Unit/Base Pad Isometric Section View
*Dimensions & Weight May Vary by Region



Control Joint Cut

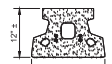


Geogrid is to be Placed on Level Backfill and Extended Over the Fiberglass Pins. Place Next Unit. Pull Grid Taught and Backfill. Stake as required.

Grid & Pin Connection



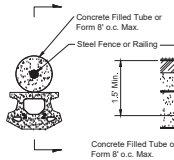
Compac Elevation



Compac Plan

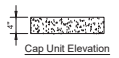
Compac Unit
*Dimensions May Vary by Region

Note:
Concrete filled tube or form to be set during the wall construction, not drilled through geogrid afterwards. when directly behind units.

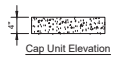


Fence Plan Detail

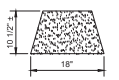
Fence Section & Plan Detail
Compact Unit - Near Vertical Setback



Cap Unit Elevation

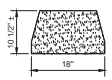


Cap Unit Elevation



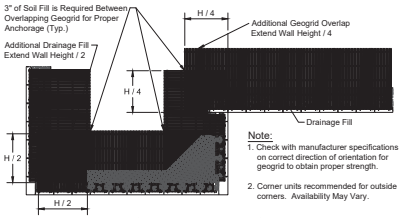
Cap Unit Plan

Universal Cap Unit Option
*Dimensions & Availability Will Vary by Region



Cap Unit Plan

Straight Split Cap Unit Option
*Dimensions & Availability Will Vary by Region



Geogrid Installation at Corners

Note:
1. Check with manufacturer specifications on correct direction of orientation for geogrid to obtain proper strength.
2. Corner units recommended for outside corners. Availability May Vary.

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

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Orange Park, Florida 32074
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

RETAINING WALL NOTES
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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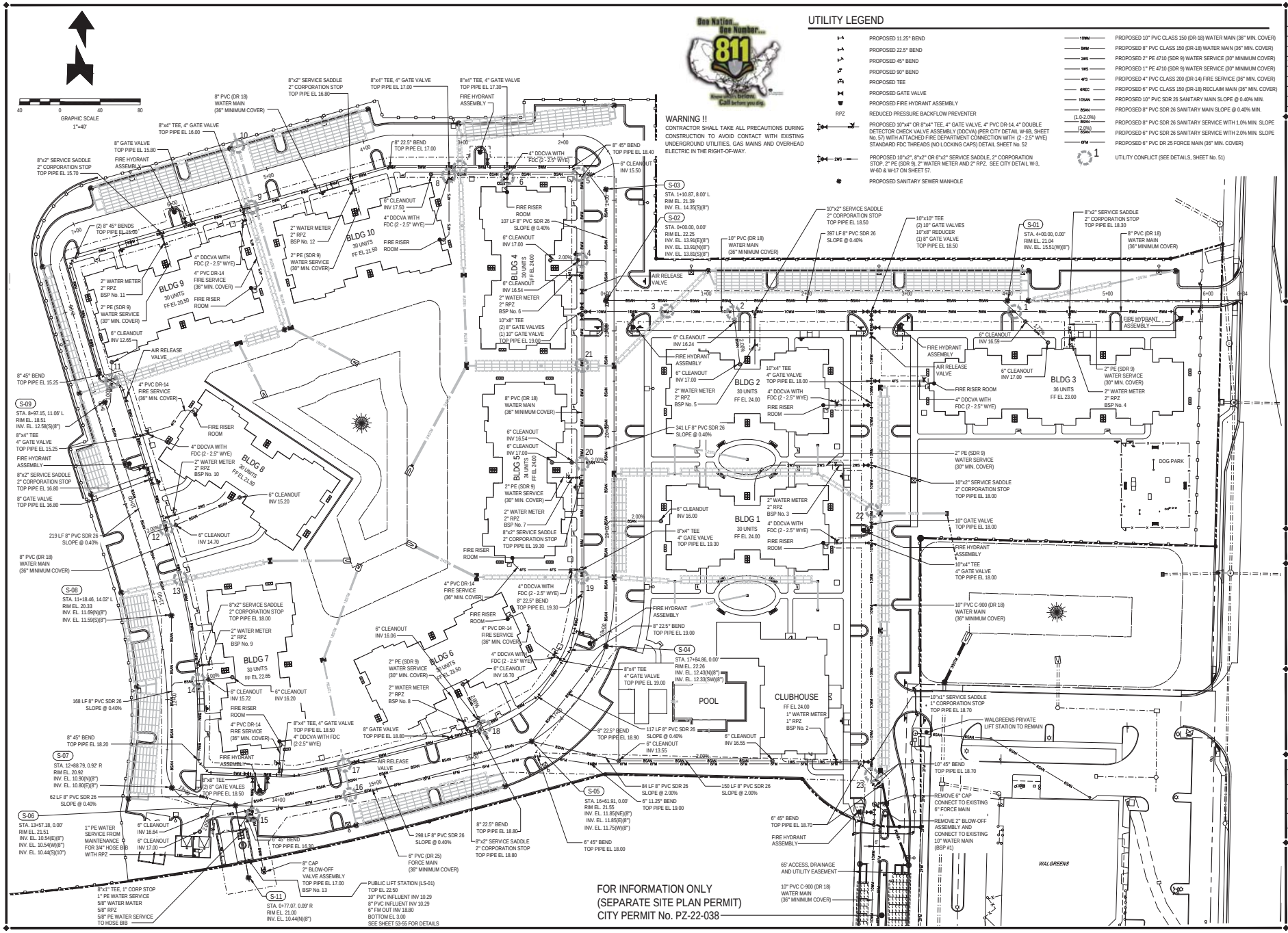
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	

DRAWING NUMBER

37



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UTILITY PLAN SHT 1 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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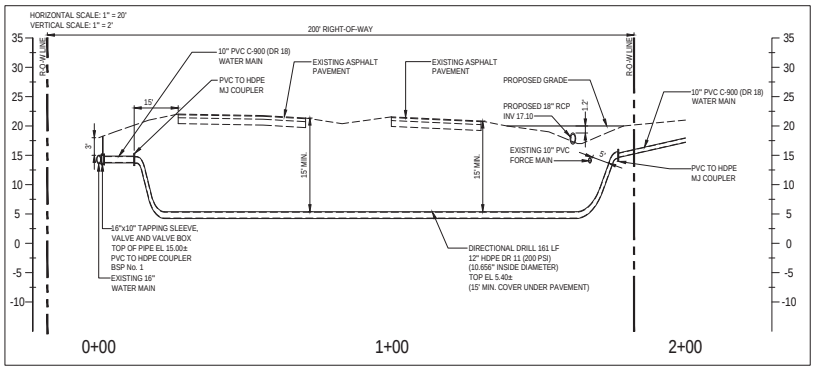
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

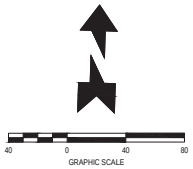
43

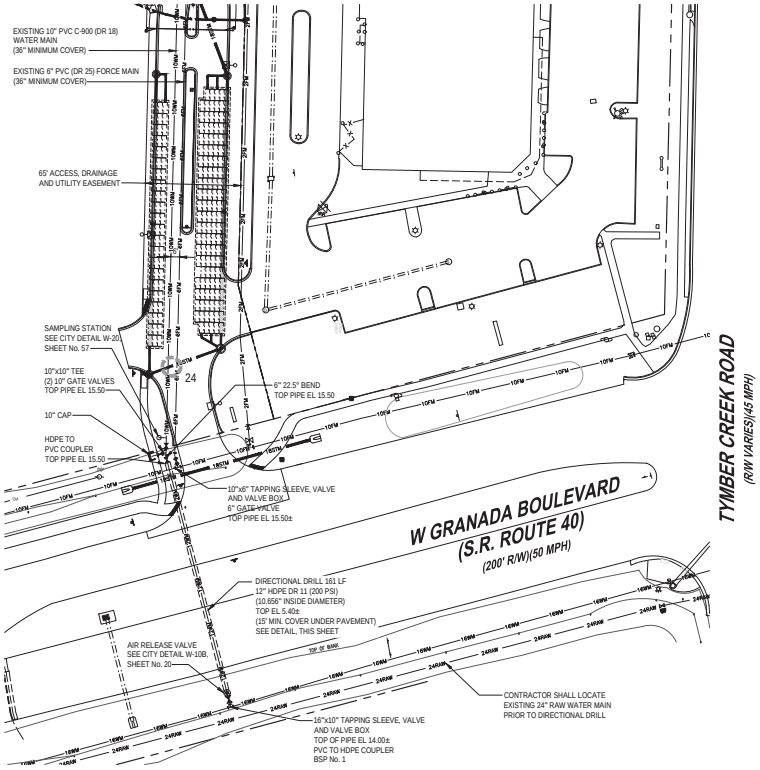


NOTE:

1. CONTRACTOR SHALL LOCATE THE EXISTING 24" RAW WATER MAIN IN THE RIGHT-OF-WAY OF S.R. 40. THIS SHALL BE DONE PRIOR TO THE DIRECTIONAL DRILL/BORE PIT EXCAVATION.
2. CONTRACTOR TO HAND DIG TO VERIFY WHICH MAIN IS WHICH BEFORE SETTING UP A DIRECTIONAL DRILL.

FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038





UTILITY LEGEND

- PROPOSED 11.25° BEND
- PROPOSED 22.5° BEND
- PROPOSED 45° BEND
- PROPOSED 90° BEND
- PROPOSED TEE
- PROPOSED GATE VALVE
- PROPOSED FIRE HYDRANT ASSEMBLY
- RPZ — REDUCED PRESSURE BACKFLOW PREVENTER. CITY DETAIL W-6D SHEET No. 38.
- PROPOSED 10"x4" OR 8"x4" TEE, 4" GATE VALVE, 4" PVC DR-14, 4" DOUBLE DETECTOR CHECK VALVE ASSEMBLY (DDCVA) (PER CITY DETAIL W-6B, SHEET No. 57) WITH ATTACHED FIRE DEPARTMENT CONNECTION WITH (2 - 2.5" WYE) STANDARD FDC THREADS (NO LOCKING CAPS) DETAIL SHEET No. 52
- 2WS — PROPOSED 10"x2", 8"x2" OR 6"x2" SERVICE SADDLE, 2" CORPORATION STOP, 2" PE (SDR 9), 2" WATER METER AND 2" RPZ. SEE CITY DETAIL W-3, W-6D & W-17 ON SHEET 57.
- PROPOSED SANITARY SEWER MANHOLE
- 10WM — PROPOSED 10" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 8WM — PROPOSED 8" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 6WM — PROPOSED 6" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 4WM — PROPOSED 4" PVC CLASS 150 (DR-18) WATER MAIN (36" MIN. COVER)
- 2WS — PROPOSED 2" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 1WS — PROPOSED 1" PE 4710 (SDR 9) WATER SERVICE (30" MINIMUM COVER)
- 4FS — PROPOSED 4" PVC CLASS 200 (DR-14) FIRE SERVICE (36" MIN. COVER)
- 6REC — PROPOSED 6" PVC CLASS 150 (DR-18) RECLAIM MAIN (36" MIN. COVER)
- 10SAN — PROPOSED 10" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN — PROPOSED 8" PVC SDR 26 SANITARY MAIN SLOPE @ 0.40% MIN.
- 8SAN (1.0-2.0%) — PROPOSED 8" PVC SDR 26 SANITARY SERVICE WITH 1.0% MIN. SLOPE
- 8SAN (2.0%) — PROPOSED 6" PVC SDR 26 SANITARY SERVICE WITH 2.0% MIN. SLOPE
- 6FM — PROPOSED 6" PVC DR 25 FORCE MAIN (36" MIN. COVER)
- 1 — UTILITY CONFLICT (SEE DETAILS, SHEET No. 51)

REQUIRED FIRE FLOW:

"SITE DESIGNED IN ACCORDANCE TO THE NEW FIRE PREVENTION CODE AND NFPA EFFECTIVE JANUARY 1, 2015.

FLORIDA BUILDING CODE CONSTRUCTION TYPE:	VA - PROTECTED
FIRE AREA:	45,195 SF
REQUIRED FIRE FLOW:	3,750 GPM @ 3 HOURS
FIRE SPRINKLER SYSTEM REDUCTION (75%)	2,812 GPM
REQUIRED FIRE FLOW (3,750 - 2,812)	938 GPM @ 3 HOURS
	USE 1,200 GPM @ 3 HOURS

BASED ON NFPA 18.4.5.2.1, REDUCTION IN REQUIRED FIRE FLOW OF 75% SHALL BE PERMITTED WHEN THE BUILDING IS PROTECTED THROUGHOUT BY AN APPROVED SPRINKLER SYSTEM. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1,000 GPM.

PROVIDED FIRE FLOW:

THE PROPOSED WATER MAIN SYSTEM WAS MODELED AND TESTED WITH THE REQUIRED 1,200 GPM FIRE FLOW IN ADDITION TO THE MAXIMUM DAILY FLOW DEMAND TO ENSURE MINIMUM 20 PSI UNDER FIRE FLOW CONDITIONS. SIMULATIONS WERE RUN WITH FIRE DEMAND AT THE CENTER AND OUTERMOST BUILDINGS IN THE SYSTEM.

	FIRE LOCATION	PSI
SCENARIO 2	BUILDING 8	48.15 PSI
SCENARIO 3	BUILDING 3	53.28 PSI

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

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Civil Engineering, Transportation, CEI & Landscape Architecture
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UTILITY PLAN SHT 2 OF 2
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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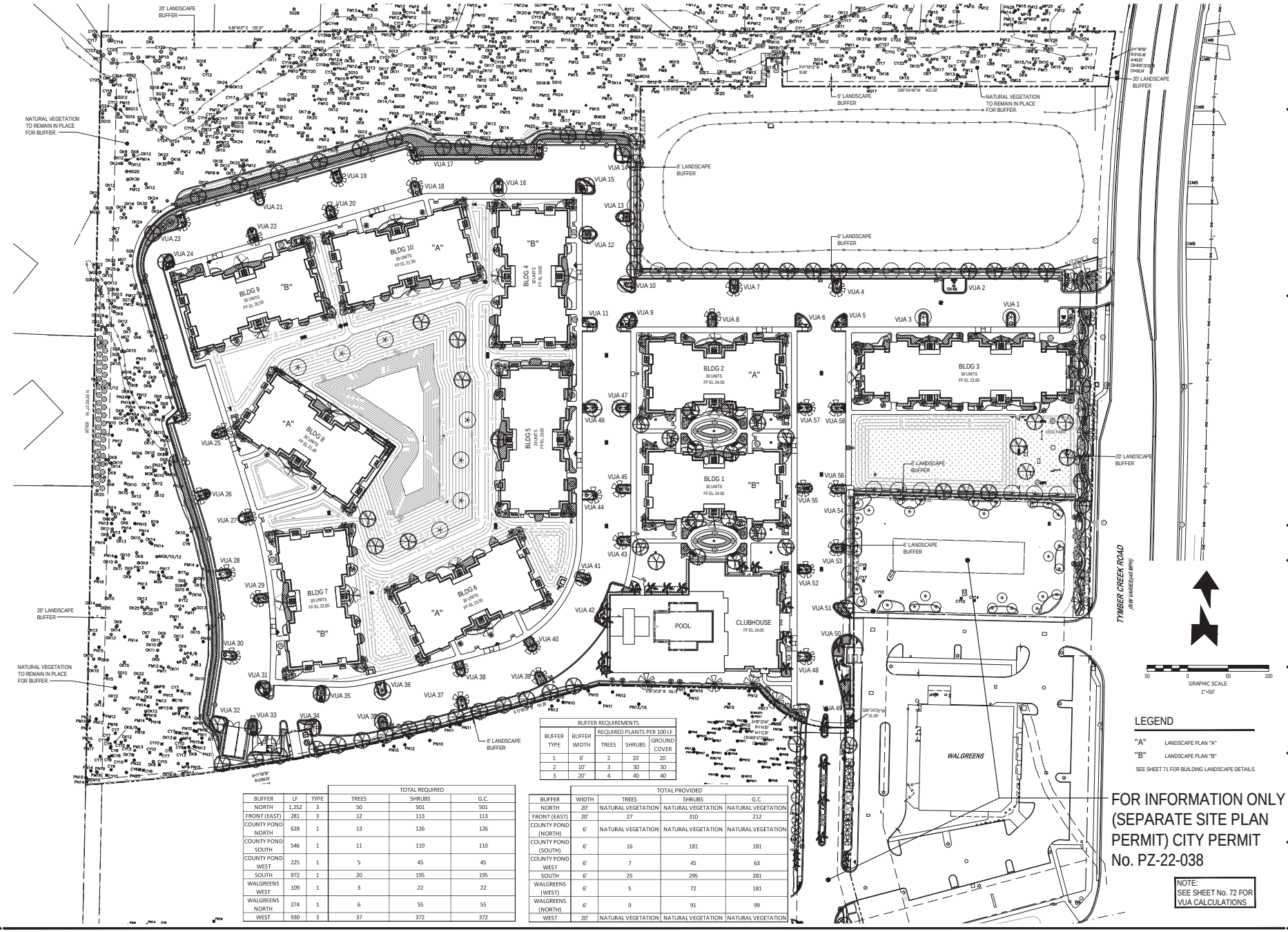
HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 40'

DRAWING NUMBER

44



BUFFER REQUIREMENTS				
BUFFER TYPE	BUFFER WIDTH	REQUIRED PLANTS PER 100 LF		
		TREES	SHRUBS	GROUND COVER
1	6'	2	20	20
2	10'	3	30	30
3	20'	4	40	40

BUFFER	LF	TYPE	TOTAL REQUIRED		
			TREES	SHRUBS	G.C.
NORTH	1,252	3	50	501	501
FRONT (EAST)	281	3	12	113	113
COUNTY POND NORTH	628	1	13	126	126
COUNTY POND SOUTH	546	1	11	110	110
COUNTY POND WEST	225	1	5	45	45
SOUTH	972	1	20	195	195
WALGREENS WEST	109	1	3	22	22
WALGREENS NORTH	274	1	6	55	55
WEST	930	3	37	372	372

BUFFER	WIDTH	TOTAL PROVIDED		
		TREES	SHRUBS	G.C.
NORTH	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
FRONT (EAST)	20'	27	310	212
COUNTY POND (NORTH)	6'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION
COUNTY POND (SOUTH)	6'	16	181	181
COUNTY POND WEST	6'	7	45	63
SOUTH	6'	25	295	281
WALGREENS (WEST)	6'	5	72	181
WALGREENS (NORTH)	6'	9	91	99
WEST	20'	NATURAL VEGETATION	NATURAL VEGETATION	NATURAL VEGETATION

LEGEND

"A" LANDSCAPE PLAN "A"

"B" LANDSCAPE PLAN "B"

SEE SHEET 71 FOR BUILDING LANDSCAPE DETAILS

FOR INFORMATION ONLY (SEPARATE SITE PLAN PERMIT) CITY PERMIT No. PZ-22-038

NOTE: SEE SHEET No. 72 FOR VUA CALCULATIONS

REVISIONS

DATE	DESCRIPTION
4 7 22	CITY COMMENTS
5 2 22	CITY COMMENTS
6 30 22	CITY COMMENTS
7 2 22	CITY COMMENTS
10 25 22	OWNER

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OVERALL LANDSCAPE PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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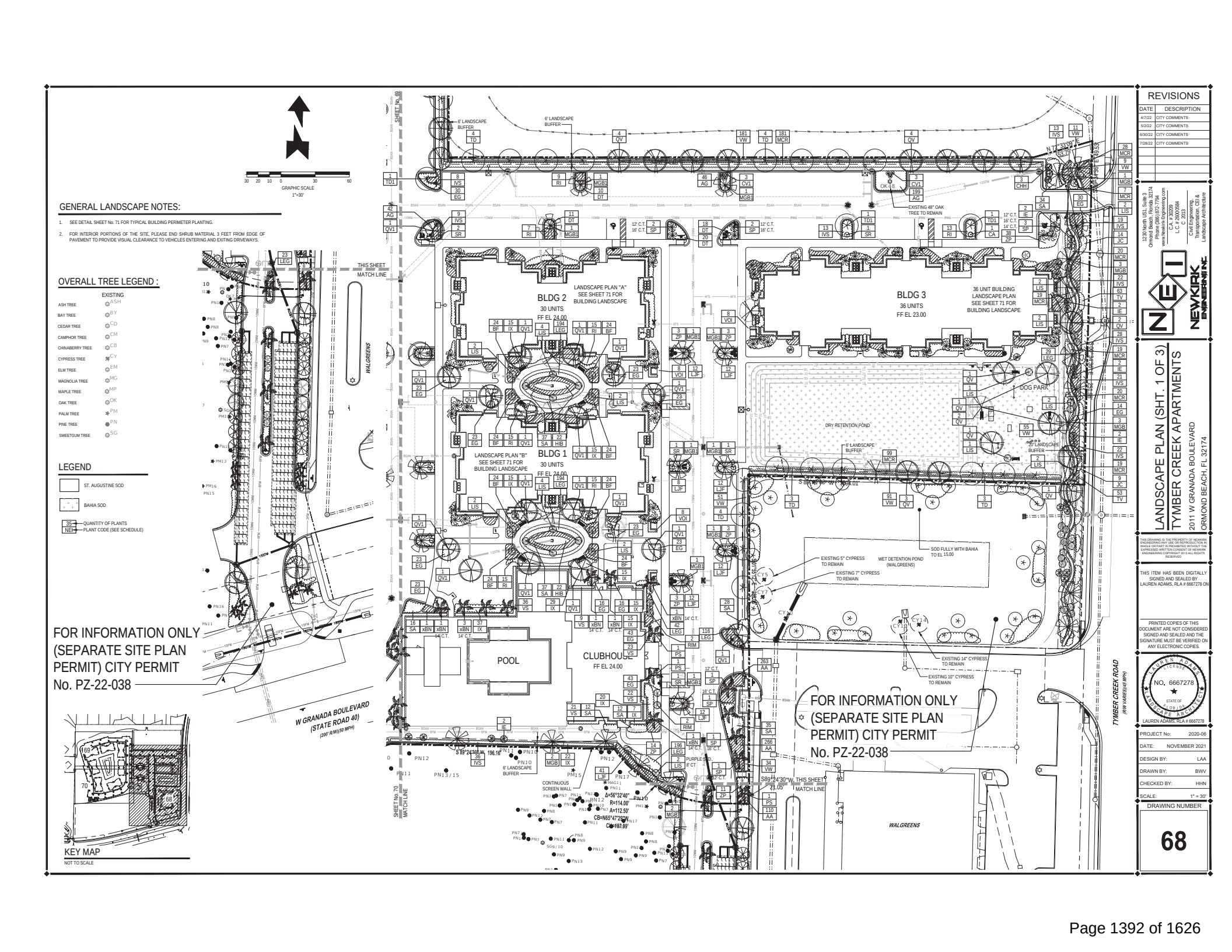
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

67



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DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS

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LANDSCAPE PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

68

GENERAL LANDSCAPE NOTES:

1. SEE DETAIL SHEET No. 71 FOR TYPICAL BUILDING PERIMETER PLANTING.
2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

LEGEND

- ST. AUGUSTINE SOD
- BAHIA SOD
- 35 — QUANTITY OF PLANTS
- NEC — PLANT CODE (SEE SCHEDULE)

GRAPHIC SCALE
30 20 10 0 30 60
1"=30'

OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

KEY MAP
NOT TO SCALE

N 88°04'47" E 1251.97'
N 00°43'37" W 930.26'
S 01°55'13" E 1251.97'
20' LANDSCAPE BUFFER
NATURAL VEGETATION TO REMAIN IN PLACE FOR BUFFER.
6' LANDSCAPE BUFFER
PROPOSED RETAINING WALL AND SCREEN WALL
RESIDENTIAL BUFFER SCREEN
1. EASTERN RED CEDAR (JV)
10' TALL, 10' O.C. OPAQUE SCREEN
MATCH LINE SHEET No. 70
MATCH LINE SHEET No. 68
SOD FULLY WITH BAHIA TO EL 10.00
WET DETENTION POND

BLDG 9
30 UNITS
FF EL 20.50
LANDSCAPE PLAN "B" SEE SHEET 71 FOR BUILDING LANDSCAPE

BLDG 10
30 UNITS
FF EL 21.50
LANDSCAPE PLAN "A" SEE SHEET 71 FOR BUILDING LANDSCAPE

BLDG 4
30 UNITS
FF EL 24.00
LANDSCAPE PLAN "B" SEE SHEET 71 FOR BUILDING LANDSCAPE

BLDG 5
24 UNITS
FF EL 24.00
24 UNIT BUILDING LANDSCAPE PLAN SEE SHEET 71 FOR BUILDING LANDSCAPE

BLDG 8
30 UNITS
FF EL 21.50
LANDSCAPE PLAN "A" SEE SHEET 71 FOR BUILDING LANDSCAPE

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC.

LANDSCAPE PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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LAUREN ADAMS
LICENSED
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT
LAUREN ADAMS, RLA # 6667278

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2. FOR INTERIOR PORTIONS OF THE SITE, PLEASE END SHRUB MATERIAL 3 FEET FROM EDGE OF PAVEMENT TO PROVIDE VISUAL CLEARANCE TO VEHICLES ENTERING AND EXITING DRIVEWAYS.

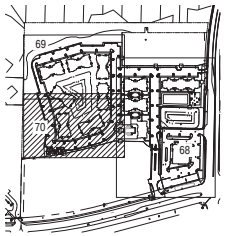
LEGEND

ST. AUGUSTINE SOD

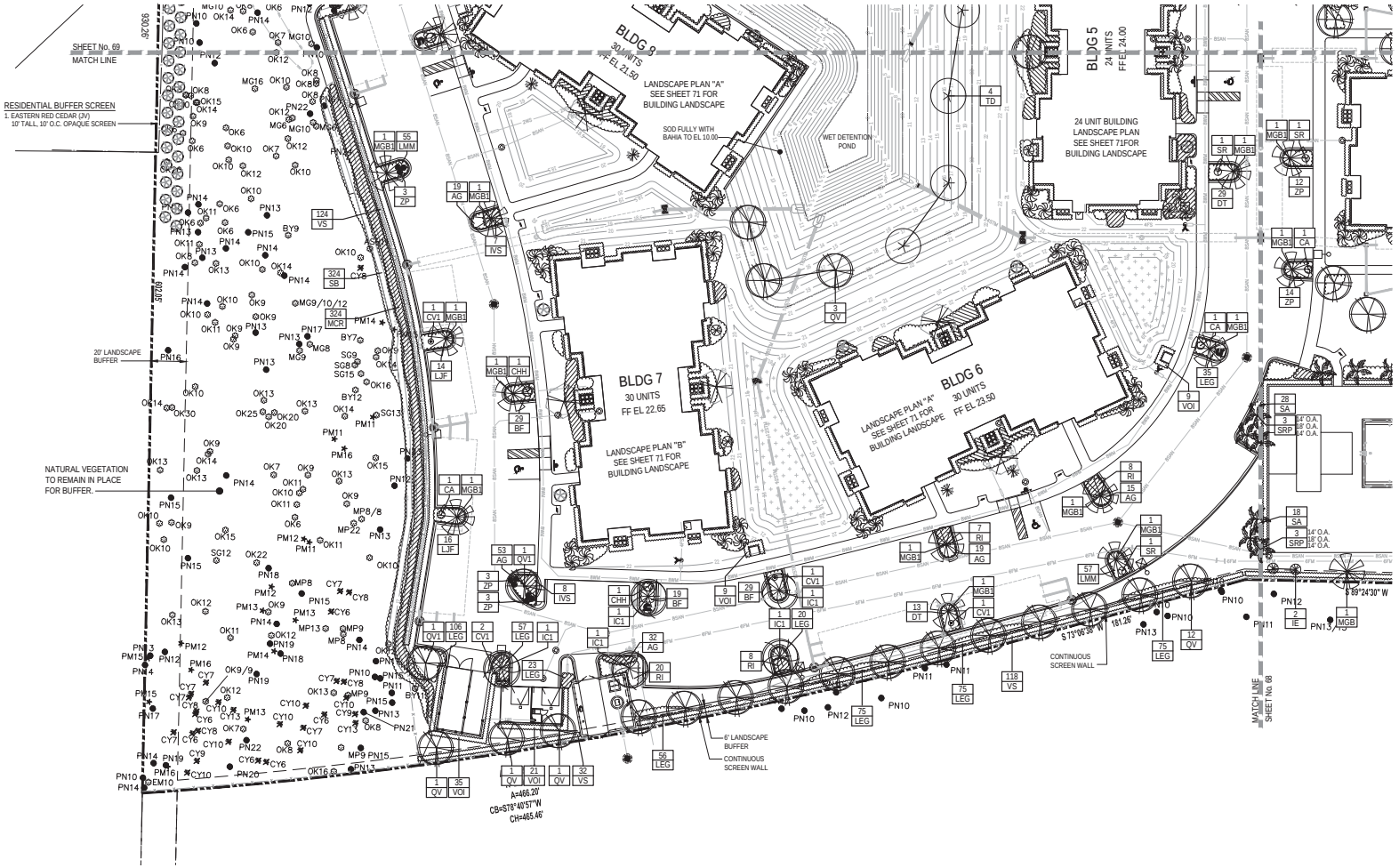
BAHIA SOD

35 NEH — QUANTITY OF PLANTS / PLANT CODE (SEE SCHEDULE)

GRAPHIC SCALE
30 20 10 0 30 60
1"=30'



KEY MAP
NOT TO SCALE



OVERALL TREE LEGEND :

	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

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LANDSCAPE PLAN (SHT. 3 OF 3)
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LAUREN ADAMS
LICENSED
NO. 6667278
STATE OF FLORIDA
LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

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SCALE:	1" = 30'

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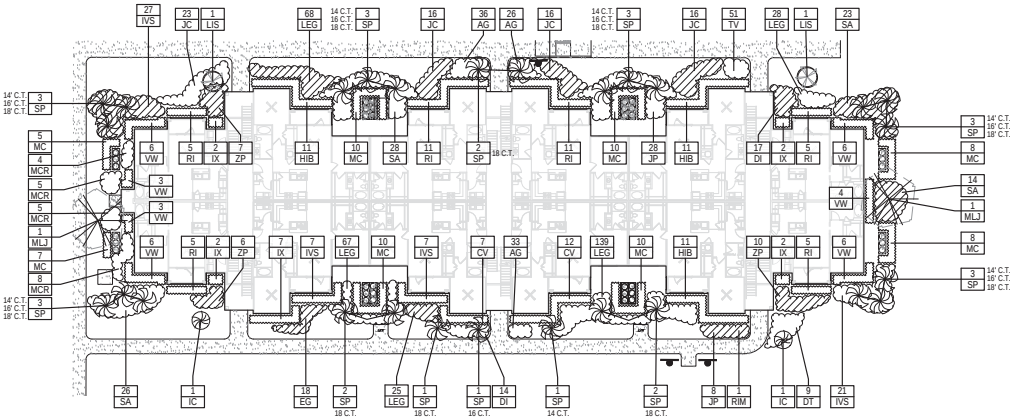
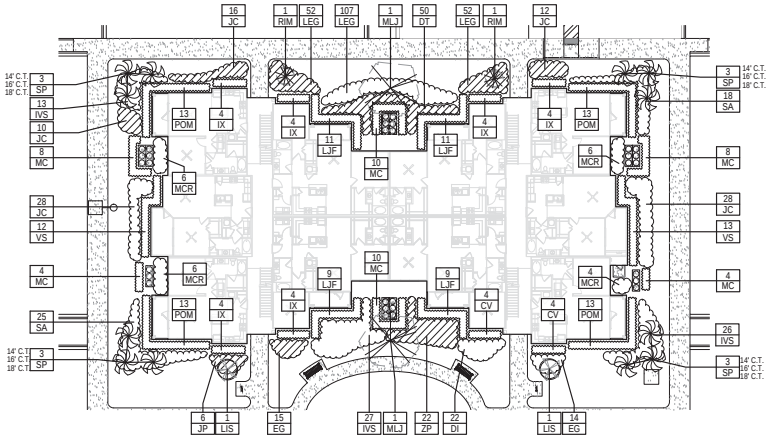
70



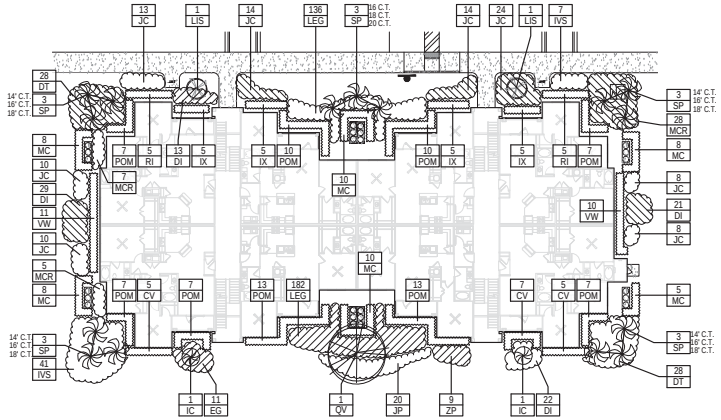
36 UNIT BUILDING LANDSCAPE PLAN (BUILDING #3)

SCALE: 1" = 20'



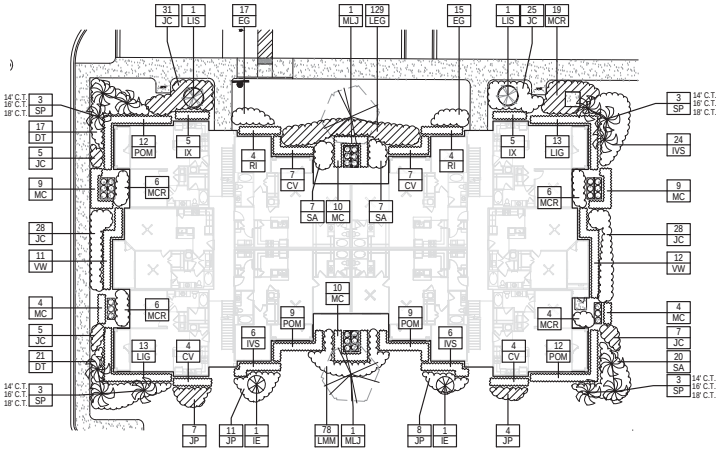
30 UNIT BUILDING LANDSCAPE PLAN "A" (BUILDINGS #2, 6, 8 AND 10)

SCALE: 1" = 20'



24 UNIT BUILDING LANDSCAPE PLAN (BUILDING #5)

SCALE: 1" = 20'



30 UNIT BUILDING LANDSCAPE PLAN "B" (BUILDINGS #1, 4, 7 AND 9)

SCALE: 1" = 20'

NOTE:
WHERE TYPICAL BUILDING TREE LOCATIONS RESULT IN CONFLICTS WITH UNDERGROUND UTILITY LINES, ADJUST TREE TO AT LEAST 5 FEET FROM ANY SUCH LINE (SEE SHEETS 67, 68 AND 69)

REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS

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LANDSCAPE PLAN - TYPICAL BUILDING TYPES 1, 2A, 2B AND 3

TYMBER CREEK APARTMENTS

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ORMOND BEACH, FL 32174

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LAUREN A. ADAMS — LICENSED — NO. 6667278 — STATE OF FLORIDA — LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

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SCALE:	1" = 20'

DRAWING NUMBER

71

PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS	NATIVE TO FLORIDA
CANOPY TREES AND PALMS					YES/NO
JV	46	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	10' HGT., 2.5" CAL. @ 6"	YES
MGB	12	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
MGB1	33	MAGNOLIA GRANDIFLORA	BRACKEN'S BROWN MAGNOLIA	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
MLJ	18	MAGNOLIA GRANDIFLORA	LITTLE GEM	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
PS	3	PHOENIX SYLVESTRIS	SILVER DATE PALM	10' CT., FULL	NO
QV	45	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
QV1	36	QUERCUS VIRGINIANA	LIVE OAK	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
SP	151	SABAL PALMETTO	CABBAGE PALM	SEE PLAN, 2-12', 2-14', 2-16'	YES
SRP	6	SYAGRUS ROMANZOFFIANA	QUEEN PALM	SEE PLAN	NO
TD	28	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"	YES
TD1	4	TAXODIUM DISTICHUM	BALD CYPRESS	12' - 14' HGT., FULL, 3.5" CAL. @ 6"	YES
xBN	9	x BUTIAGRUS NABONNANDII	MULE PALM	SEE PLAN	NO
SUBTOTAL	391				371 Y / 18 N
UNDERSTORY TREES					
IC	4	ILEX CASSINE	DAHOON HOLLY	10' HGT., 2.5" CAL. @ 6"	YES
IC1	9	ILEX CASSINE	DAHOON HOLLY	12' - 14' HGT., 3.5" CAL. @ 6"	YES
IE	20	ILEX ATTENUATA	EAGLESTON HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
IO	7	ILEX x NELLIE R. STEVENS	NELLIE R. STEVENS HOLLY	10' HGT., FULL, 2.5" CAL. @ 6"	YES
LIS	50	LAGERSTROEMIA INDICA (MUSKOGEE)	PURPLE CRAPE MYRTLE TREE STD.	10' HGT., 6'-7' CT, 2.5" CAL. @ 6"	NO
RIM	13	RHAPHIOLEPIS MAJESTIC BEAUTY	MAJESTIC BEAUTY STD.	5' - 6' HGT., FULL	NO
SUBTOTAL	103				40 Y / 63 N
SHRUBS / POINT PLANTS					
CA	5	CRINUM AUGUSTUM	QUEEN EMMA	15 GAL., 4' HGT., SPECIMEN	NO
CHH	6	CHAMAEDOREA HUMILIS	EUROPEAN FAN PALM	7 GAL., 24"- 30" HGT., 5 - 7 STOCKS	NO
CV	156	CODIAEUM 'GOLD DUST'	YELLOW/GREEN CROTONS	3 GAL., 16"- 18" HGT., FULL, 36" O.C.	NO
CV1	38	CODIAEUM 'MAMMEY'	YELLOW/GREEN CROTONS	7 GAL., 20"- 24" HGT., FULL, 36" O.C.	NO
HIB	77	HIBISCUS SSP.	RED HIBISCUS	3 GAL., 18" HGT., FULL, 36" O.C.	NO
IVS	777	ILEX VOMITORIA NANA	DWARF YOUPON	3 GAL., 16" HGT., FULL, 36" O.C.	YES
IX	376	IXORA SSP.	RED IXORA	3 GAL., 16" HGT., FULL, 36" O.C.	NO
JP	200	JUNIPERUS CHINENSIS	PARSONI JUNIPER	1 GAL., 12"- 14" SPR, FULL, 36" O.C.	NO
LIG	104	LIGUSTRUM JAPONICUM	GREEN LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LJF	311	LIGUSTRUM SSP.	JACK FROST LIGUSTRUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
LMM	541	LIRIOPE VAR	VAR. LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
MC	477	MYRICA CERIFERA	WAX MYRTLE	7 GAL., 24" HGT., FULL, 36" O.C.	YES
MCR	1986	MUHLENBERFIA CAPILLARIS	PINK MUHLY GRASS	3 GAL., 20" HGT., FULL, 36" O.C.	YES
POM	457	PODOCARPUS MACROPHYLLUS	PODOCARPUS	3 GAL., 30" HGT., FULL, 24" O.C.	NO
RI	286	PHAPHIOLEPIS INDICA	INDIAN HAWTHORN	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SA	656	SCHEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 18" HGT., FULL, 36" O.C.	NO
SR	9	STRELITZIA REGINAE	ORANGE BIRD OF PARADISE	10 GAL., 48" HGT., FULL	NO
VO1	143	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	7 GAL., 24"- 30" HGT., FULL, 36" O.C.	NO
VS	754	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL., 18" HGT., FULL, 36" O.C.	NO
VW	633	VIBURNUM OBOVATUM 'SELECT'	WALTER'S VIBURNUM	3 GAL., 24" HGT., FULL, 36" O.C.	YES
ZP	286	ZAMIA PUMILA	COONTIE	3 GAL., 14" HGT., FULL, 36" O.C.	YES
SUBTOTAL	8278				4159 Y / 4119 N
GROUND COVER (G.C.)					
AA	639	AGAPANTHUS AFRICANUS	AFRICAN LILLY	1 GAL., 12" HGT., FULL, 12" O.C	NO
AG	710	ARACHIS GLABRATA	PERENNIAL PEANUT	4" POTS, 2"- 3" HGT., 12" O.C.	YES
BF	290	BULBINE FRUTESCENS	DESERT CANDLES	1 GAL., 10"-12" HGT., 7-9 BIBS, 24" O.C.	NO
DI	204	DIETES IRIDIOIDES	WHITE AFRICAN IRIS	1 GAL., 20" HGT., 24" O.C.	NO
DT	669	DIANELLA TASMANICA (VARIEGATA CULTIVAR)	BLUEBERRY FLAX LILLY 'VARIEGATED'	1 GAL., 12" HGT., FULL, 24" O.C	NO
EG	649	EVOLVULUS GLOMERATUS	BLUE DAZE	1 GAL., 12" SPR., FULL, 24" O.C.	NO
JC	1087	JUNIPERUS CONFERTA	SHORE JUNIPER	1 GAL., FULL, 30" O.C.	NO
LEG	3398	LIRIOPE MUSCARI	GIANT EVERGREEN LIRIOPE	1 GAL., 12" HGT., 7-9 BIBS, 18" O.C.	NO
SB	1173	SPARTINA BAKERI	SAND CORDGRASS	3 GAL., 24" HGT., 36" O.C.	YES
TV	167	TULBAGHIA VIOLACEA	SOCIETY GARLIC	1 GAL., 12" HGT., 12" O.C.	NO
SUBTOTAL	8986				1883 Y / 7103 N
TOTAL	17758				

NOTE:

1. A LAYER OF ORGANIC MULCH TO A MINIMUM DEPTH OF 3" SHALL BE INSTALLED AROUND ALL EXISTING AND PROPOSED TREES AND PLANT BEDS. CYPRESS MULCH SHALL NOT BE USED.
2. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 5' DIAMETER MINIMUM MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED. MULCH SHALL BE NATURAL WOOD. NO CYPRESS MULCH ALLOWED. (PULL MULCH 6" BACK FROM TRUNK)
3. DO NOT CHANGE PLANT MATERIAL WITHOUT WRITTEN PERMISSION FROM THE CITY OF ORMOND BEACH.

TREE CALCULATIONS:

SITE TREE REQUIRMENTS	
SITE AREA	854,635
1 TREE PER 1500 SF =	570
LANDSCAPE AREA	497,658
516,820 SF - 19,162 SF =	
1 TREE PER 400 SF =	1244
TREES REQUIRED	1484
MITIGATION FOR PROTECTED TREES	240
MITIGATION FOR SPECIMEN TREES CREDIT	-139

MINIMUM VUA REQUIREMENTS
REQUIRED: 10%
164,109 SF x 0.1 = 16,411 SF

EXISTING TREES	
PALM TREE (3:1) 168	56
ASH TREE	1
BAY TREE	7
CEDAR TREE	1
CHINABERRY TREE	11
CYPRESS TREE	41
ELM TREE	1
MAGNOLIA TREE	34
MAPLE TREE	20
OAK TREE	137
PINE TREE	76
SWEETGUM TREE	87
TOTAL	472

VUA ISLANDS					
NUMBER	AREA (SF)	NUMBER	AREA (SF)	NUMBER	AREA (SF)
1	165	23	2795	45	165
2	488	24	175	46	165
3	165	25	165	47	165
4	165	26	165	48	165
5	188	27	165	49	238
6	204	28	165	50	1705
7	165	29	165	51	332
8	165	30	165	52	165
9	262	31	193	53	165
10	233	32	320	54	781
11	182	33	180	55	165
12	165	34	338	56	165
13	165	35	165	57	165
14	397	36	165	58	165
15	301	37	165	TOTAL	17950
16	165	38	165		
17	2663	39	165		
18	165	40	165		
19	165	41	165		
20	165	42	695		
21	165	43	165		
22	165	44	165		

SEE SHEET 67 FOR VUA LOCATIONS

EXISTING SPECIMEN TREES	
TREES	207
(SEE SHEET 51.1)	

TOTAL EXISTING TREES	679

PROPOSED TREES	
SABAL PALMS (3:1) 151	50
MAGNOLIA (2.5")	12
MAGNOLIA (3.5") 33x2	66
LITTLE GEM (2.5")	18
SILVER DATE PALM (1:1)	3
LIVE OAK (2.5")	45
LIVE OAK (3.5") 36x2	72
BALD CYPRESS (2.5")	28
BALD CYPRESS (3.5") 4x2	8
MULE PALM (3:1) 9	3
DAHOON HOLLY (2.5")	4
DAHOON HOLLY (3.5") 9x2	18
EAGLESTON HOLLY (2.5")	20
QUEEN PALM (3:1) 6	2
NELLIE HOLLY (2.5")	7
CRAPE MYRTLE (2.5")	50
EASTERN RED CEDAR (2.5")	46
TOTAL	452

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES

TOTAL AMOUNT OF TREES PROVIDED	
SITE TREE REQUIREMENTS	497,658
TREE MITIGATION FOR PROTECTED TREES	1484
TREE MITIGATION FOR SPECIMEN TREES	-139
TOTAL TREES REQUIRED	1,345
EXISTING TREES (6" CALIPER & LARGER)	679
EXISTING TREES (2" to 5" CALIPER) WITHIN TPA	549
PROPOSED TREES	452
TOTAL TREES PROVIDED	**1,680**

MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 139 TREES USED FOR PROTECTED TREES.

LANDSCAPE NOTES:

1. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
2. ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
3. SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
4. SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
5. ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
7. ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
8. NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
9. EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
10. THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
11. ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
12. ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
13. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
14. EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
15. ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
16. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 872-7794.
17. ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
18. ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
19. ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH BAHIA UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
20. PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
21. ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
22. ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
23. TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
24. ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
25. PLANT TREE SO THAT ROOTBALL IS 1"-2" ABOVE FINISH GRADE.
26. REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
27. FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
28. ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.
29. PER SECTION 11.01.02.B.4 OF THE LAND DEVELOPMENT CODE, ANY EXPANSION PROJECT SHALL INCLUDE REPLACING PREVIOUSLY PLANTED REQUIRED LANDSCAPING AND REPAIR OF EXISTING IRRIGATION THAT HAS BEEN DAMAGED OR DIED. AS-BUILTS ARE AVAILABLE FROM THE CITY.

REVISIONS

DATE	DESCRIPTION
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS
7/28/22	CITY COMMENTS
10/25/22	OWNER
11/18/22	ENGINEER

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084

Civil Engineering,
Transportation, CEI &
Landscape Architecture

NEWKIRK ENGINEERING INC

LANDSCAPE DETAILS AND NOTES

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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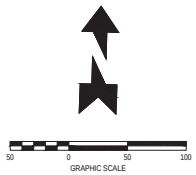
LAUREN A. ADAMS — LICENSED — NO. 6667278 — STATE OF FLORIDA — LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	AS SHOWN

DRAWING NUMBER

72



OVERALL TREE LEGEND :

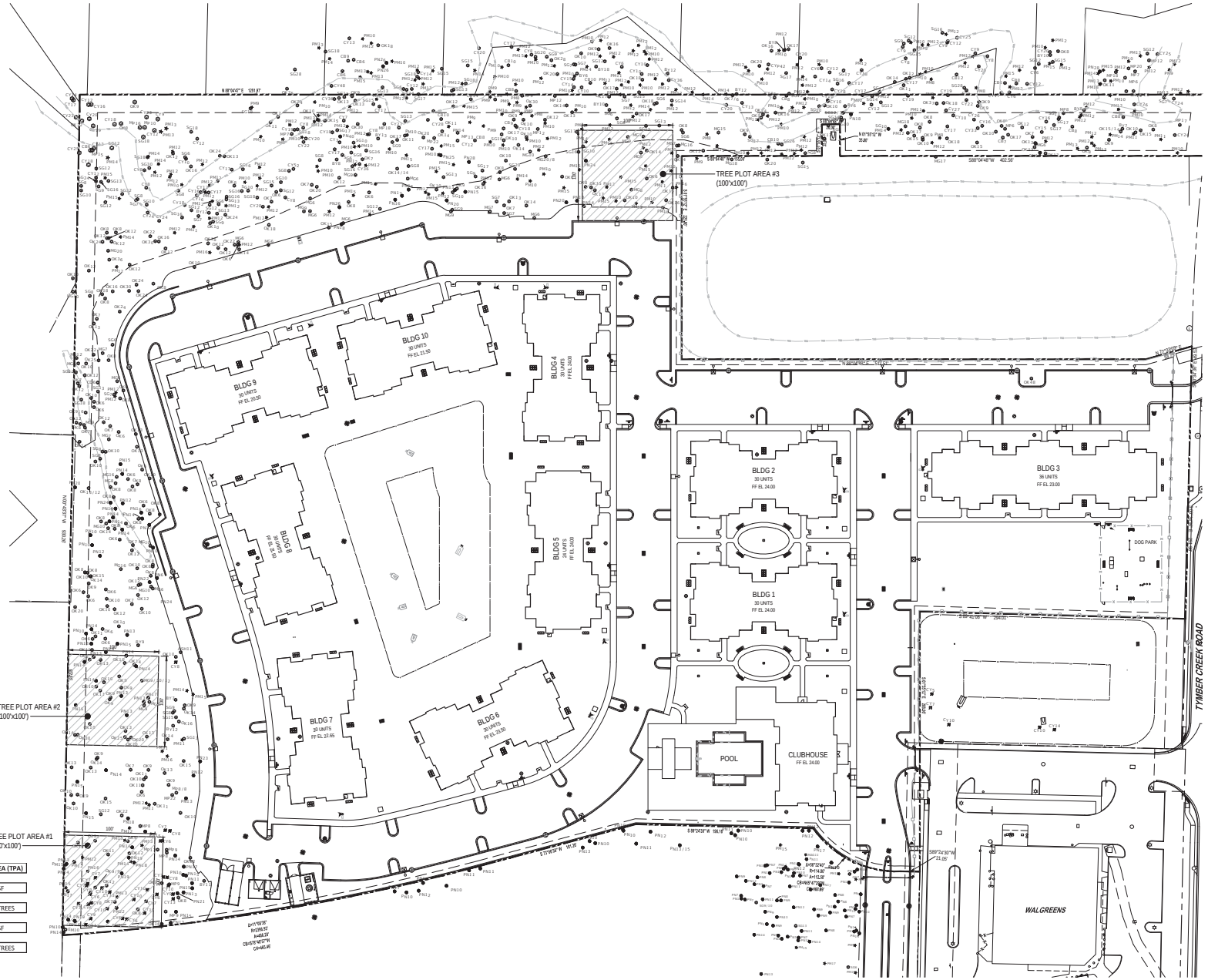
	EXISTING
ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

TREE PLOT AREA #1		
CAL @ DBH	VARIETY	QTY
3"	BAY	1
5"	BAY	3
2.5"	CYPRESS	4
3"	CYPRESS	8
3.5"	CYPRESS	1
4"	CYPRESS	1
4.5"	CYPRESS	3
5"	CYPRESS	3
5.5"	CYPRESS	2
5.75"	CYPRESS	2
2.5"	OAK	1
2.5"	PINE	1
5"	PINE	3
5.5"	PINE	1
	TOTAL	34

TREE PLOT AREA #2		
CAL @ DBH	VARIETY	QTY
3"	BAY	1
4.5"	BAY	2
2.5"	MAGNOLIA	2
3.5"	MAGNOLIA	1
4"	MAGNOLIA	1
4.5"	MAPLE	2
4.5"	OAK	1
5"	OAK	2
5.5"	OAK	2
	TOTAL	14

TREE PLOT AREA #3		
CAL @ DBH	VARIETY	QTY
3"	MAGNOLIA	1
3.75"	MAGNOLIA	1
4"	MAGNOLIA	4
4.5"	MAGNOLIA	1
5"	MAGNOLIA	3
5.5"	MAGNOLIA	2
2.5"	OAK	2
3.5"	OAK	1
4"	OAK	1
4.25"	OAK	1
5"	OAK	3
5.5"	OAK	2
3.5"	SWEETGUM	1
4"	SWEETGUM	1
4.5"	SWEETGUM	1
5.5"	SWEETGUM	2
	TOTAL	27

AMOUNT OF EXISTING 2" to 5" TREES WITHIN TREE PRESERVATION AREA (TPA)	
PLOT AREA (100' x 100')	10,000 SF
AVERAGE TREE PLOT AREA QUANTITY	25 TREES
TREE PRESERVATION AREA	219,551 SF
TOTAL AMOUNT OF EXISTING 2" TO 5" TREES	549 TREES



REVISIONS

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4/7/22	CITY COMMENTS

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Ormond Beach, Florida 32174
Phone (386) 872-7794
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L.C. # 26000584
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TREE CREDIT CALCULATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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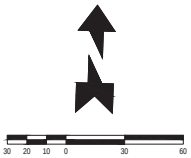
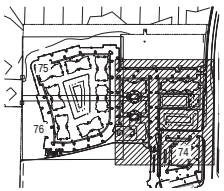
LAUREN ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT
LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 50'

DRAWING NUMBER

73





KEY MAP
NOT TO SCALE

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	By
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	Cy
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	MP
OAK TREE	OK
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

EXISTING TREE (No. INDICATES SIZE)

TREE TO BE REMOVED

CITY OF ORMOND BEACH TREE MITIGATION:

PROTECTED TREE MITIGATION	
1 NUMBER OF PROTECTED TREES TO BE REMOVED DUE TO IMPERVIOUS CONSTRUCTION	562 trees
2 REMAINDER OF PROTECTED TREES TO BE REMOVED DUE TO OTHER CONSTRUCTION	376 trees
3 CALCULATE PRESERVED TREE DENSITY. DIVIDE PRESERVED PROTECTED TREES BY TOTAL AREA 781 TREES / 19.62 ACRES =	40 trees/ac.
TREE DENSITY LESS THAN 50 TREES/ACRE, PROCEED TO STEP #4 OR TREE TREE DENSITY MORE THAN 50 TREES/ACRE, PROCEED TO STEP #5	
4 ENTER NUMBER OF TREES FROM LINE #1 562 / 2	281 trees
ENTER NUMBER OF TREES PROVIDED IN NUMBER 2	376 trees
PROTECTED TREE MITIGATION TOTAL	657 trees

PROPOSED TREE CREDITS ABOVE MINIMUM	
TOTAL MITIGATION REQUIRED	trees

SPECIMEN TREE REQUIREMENTS	
TOTAL SPECIMEN TREES	398
SITE AREA (AC)	19.62
SPECIMEN TREES PER ACRE	20.29
PRESERVED TREES REQUIRED (4 PER ACRE)	78
SPECIMEN TREES PRESERVED	207

MITIGATION TOTAL	314
CREDIT TOTAL	453
4.5" TREES REQ.	-139

SUMMARY	
PROTECTED TREE MITIGATION	
TOTAL 2.5" TREES REQUIRED	657
(174) SPECIMEN TREES (3 TREE CREDITS)	522
657 REQUIRED MITIGATION - 522 CREDITS	135

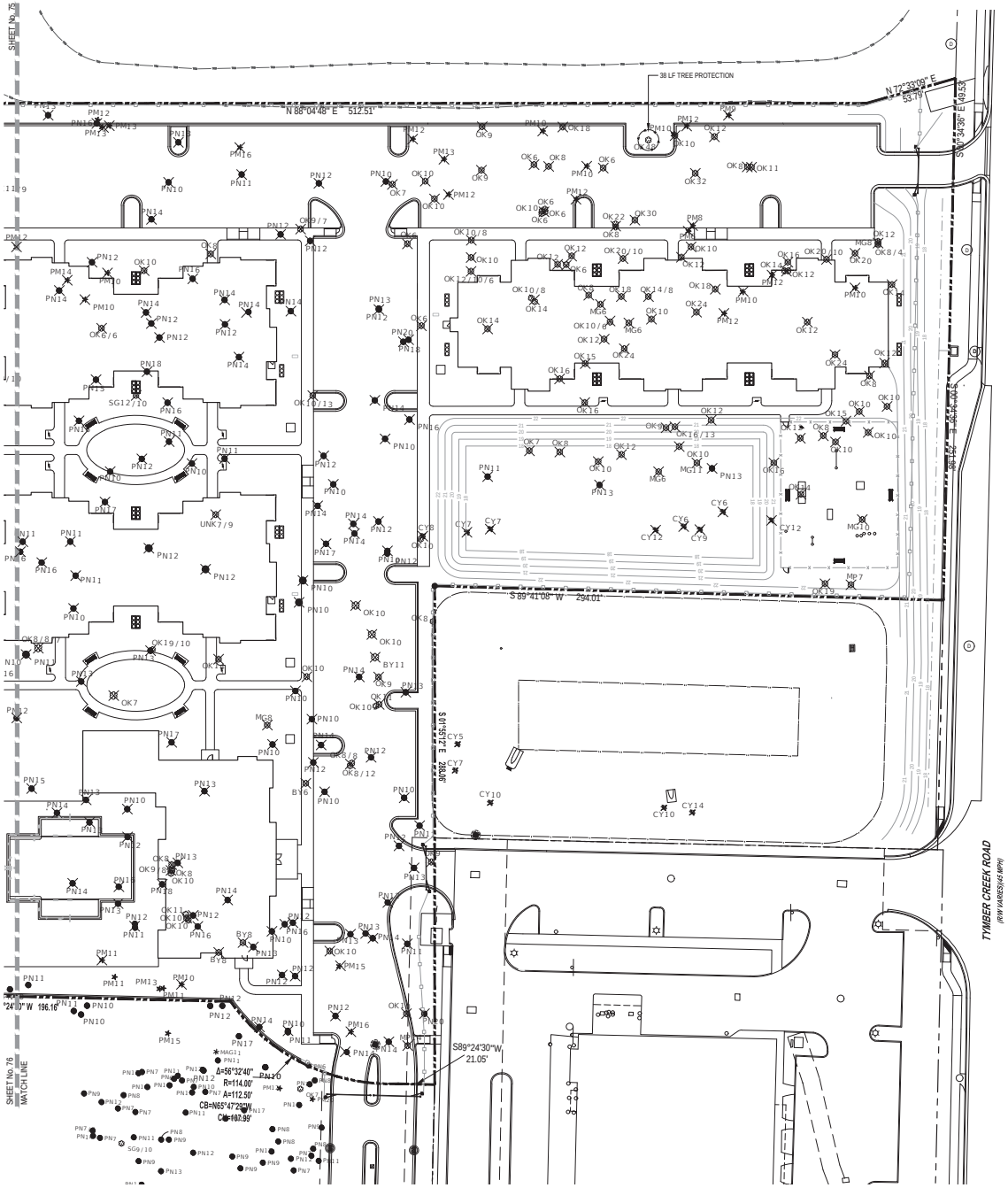
MITIGATION FOR SPECIMEN TREES WAS A CREDIT OF 139 TREES USED FOR PROTECTED TREES.

SPECIMEN TREES TO BE SAVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	CYPRESS	7	1	7	$307.00	$2,149.00
12	OAK	25	1	25	$307.00	$7,675.00
12	MAGNOLIA	2	1	2	$307.00	$614.00
12	BAY	2	1	2	$307.00	$614.00
13	BAY	1	1	1	$360.00	$360.00
13	OAK	19	1	19	$360.00	$6,840.00
13	CYPRESS	4	1	4	$360.00	$1,440.00
14	OAK	19	1	19	$418.00	$7,942.00
15	OAK	10	2	20	$480.00	$4,800.00
15	CYPRESS	1	2	2	$480.00	$480.00
15	MAGNOLIA	1	2	2	$480.00	$480.00
16	OAK	8	2	16	$546.00	$4,368.00
16	MAGNOLIA	3	2	6	$546.00	$1,638.00
16	CYPRESS	5	2	10	$546.00	$2,730.00
17	CYPRESS	7	2	14	$616.00	$4,312.00
17	OAK	8	2	16	$616.00	$4,928.00
17	MAGNOLIA	1	2	2	$616.00	$616.00
18	OAK	7	2	14	$690.00	$4,830.00
18	SWEETGUM	7	2	14	$690.00	$4,830.00
18	MAGNOLIA	2	2	4	$690.00	$1,380.00
18	CYPRESS	5	2	10	$690.00	$3,450.00
19	CYPRESS	4	2	8	$769.00	$3,076.00
20	OAK	6	2	12	$853.00	$5,118.00
20	SWEETGUM	2	2	4	$853.00	$1,706.00
20	MAGNOLIA	2	2	4	$853.00	$1,706.00
20	CYPRESS	3	2	6	$853.00	$2,559.00
22	OAK	4	3	12	$1,032.00	$4,128.00
22	MAPLE	2	3	6	$1,032.00	$2,064.00
22	CYPRESS	2	3	6	$1,032.00	$2,064.00
23	CYPRESS	1	3	3	$1,120.00	$1,120.00
24	OAK	7	3	21	$1,220.00	$8,540.00
24	SWEETGUM	1	3	3	$1,220.00	$1,220.00
24	CYPRESS	4	3	12	$1,220.00	$4,880.00
25	CYPRESS	1	4	4	$1,332.00	$1,332.00
25	OAK	2	4	8	$1,332.00	$2,664.00
26	SWEETGUM	1	4	4	$1,441.00	$1,441.00
26	CYPRESS	2	4	8	$1,441.00	$2,882.00
27	CYPRESS	2	4	8	$1,554.00	$3,108.00
28	CYPRESS	2	4	8	$1,671.00	$3,342.00
30	SWEETGUM	1	5	5	$1,919.00	$1,919.00
30	OAK	5	5	25	$1,919.00	$9,595.00
32	SWEETGUM	1	6	6	$2,183.00	$2,183.00
33	CYPRESS	1	6	6	$2,308.00	$2,308.00
36	OAK	1	7	7	$2,763.00	$2,763.00
36	CYPRESS	2	7	14	$2,763.00	$5,526.00
37	OAK	1	7	7	$2,902.00	$2,902.00
48	OAK	1	12	12	$4,911.00	$4,911.00
48	CYPRESS	1	12	12	$4,911.00	$4,911.00
52	CYPRESS	1	13	13	$5,731.00	$5,731.00
TOTAL		207	SPECIMEN TREE CREDIT TOTAL	453		$162,175.00

SPECIMEN TREES TO BE REMOVED

CAL @ DBH	VARIETY	QTY	# OF 4.5" CAL TREES TO MITIGATE	TOTAL	TREE FUND EQUAL	TREE FUND TOTAL
12	OAK	42	1	42	$307.00	$12,894.00
12	CYPRESS	4	1	4	$307.00	$1,228.00
12	BAY	2	1	2	$307.00	$614.00
13	OAK	16	1	16	$360.00	$5,760.00
14	OAK	37	1	37	$418.00	$15,466.00
14	MAGNOLIA	1	1	1	$418.00	$418.00
14	BAY	1	1	1	$418.00	$418.00
15	OAK	12	2	24	$480.00	$5,760.00
15	CYPRESS	1	2	2	$480.00	$480.00
16	OAK	21	2	42	$546.00	$11,466.00
17	OAK	4	2	8	$616.00	$2,464.00
18	OAK	12	2	24	$690.00	$8,280.00
19	OAK	3	2	6	$769.00	$2,307.00
20	OAK	11	2	22	$853.00	$9,383.00
21	OAK	3	3	9	$940.00	$2,820.00
22	OAK	4	3	12	$1,032.00	$4,128.00
23	OAK	1	3	3	$1,120.00	$1,120.00
24	OAK	11	3	33	$1,220.00	$13,420.00
25	OAK	1	4	4	$1,332.00	$1,332.00
30	OAK	2	5	10	$1,919.00	$3,838.00
32	OAK	2	6	12	$2,183.00	$4,366.00
TOTAL		191	SPECIMEN TREE MITIGATION TOTAL	314		$107,962.00



REVISIONS

DATE	DESCRIPTION
4/7/22	CITY COMMENTS
5/2/22	CITY COMMENTS
6/30/22	CITY COMMENTS

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Ormond Beach, FL 32174
Phone (386) 872-7794
www.Newkirk Engineering.com
C.A. # 30209
LC. # 26001084

Civil Engineering,
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NEWKIRK ENGINEERING INC.

TREE REMOVAL PLAN (SHT. 1 OF 3)
TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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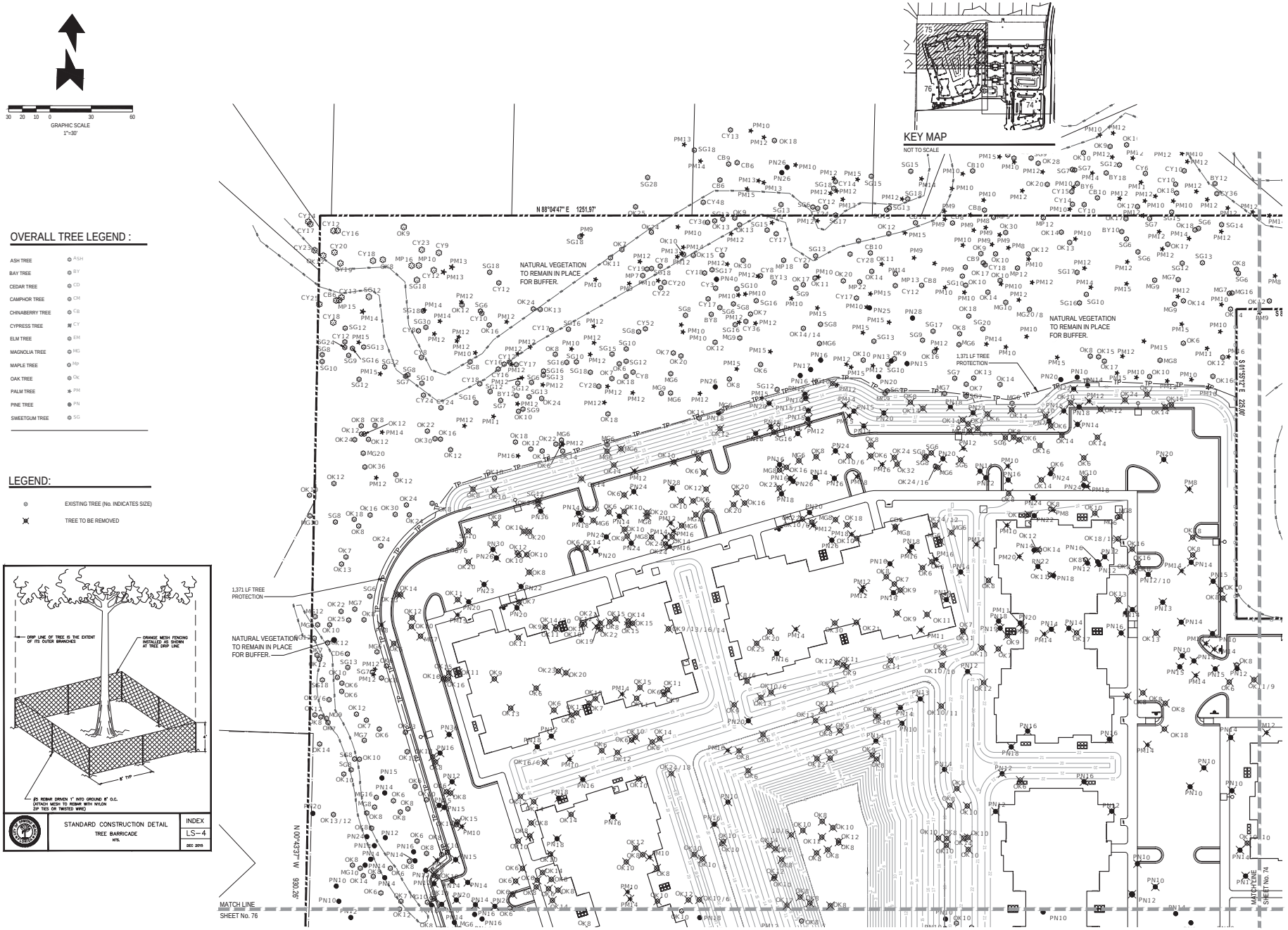
LAUREN A. ADAMS LICENSED NO. 6667278 STATE OF FLORIDA LANDSCAPE ARCHITECT

LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	LAA
DRAWN BY:	BWV
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

74



OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
CEDAR TREE	CD
CAMPHOR TREE	CM
CHINABERRY TREE	CB
CYPRESS TREE	CY
ELM TREE	EM
MAGNOLIA TREE	MG
MAPLE TREE	Mp
OAK TREE	Ok
PALM TREE	PM
PINE TREE	PN
SWEETGUM TREE	SG

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS

INDEX LS-4

DEC 2015

REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

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TREE REMOVAL PLAN (SHT. 2 OF 3)
TYMBER CREEK APARTMENTS

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LAUREN ADAMS, RLA # 6667278

PROJECT No:	2020-06
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CHECKED BY:	HHN
SCALE:	1" = 30'

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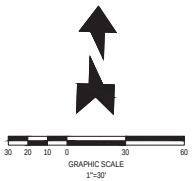
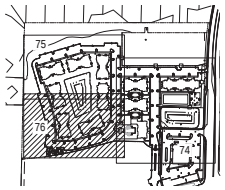
75





KEY MAP
NOT TO SCALE

LEGEND:

- EXISTING TREE (No. INDICATES SIZE)
- TREE TO BE REMOVED

OVERALL TREE LEGEND :

ASH TREE	ASH
BAY TREE	BY
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CYPRESS TREE	CY
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MAGNOLIA TREE	MG
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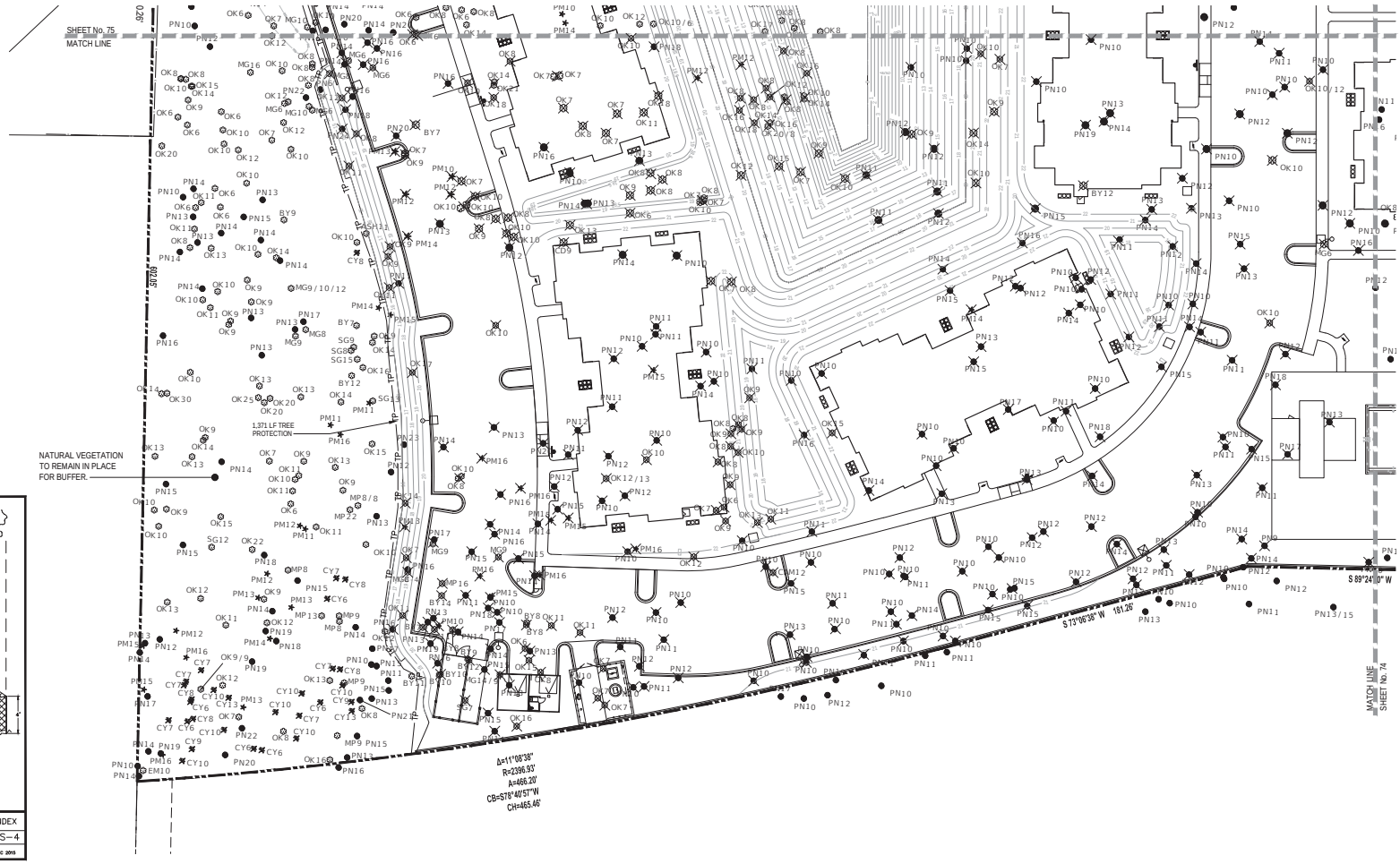
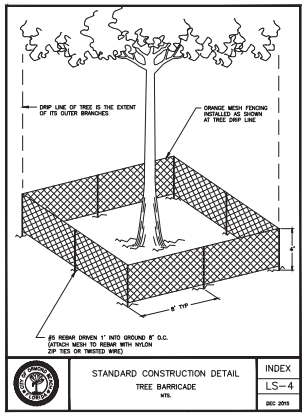
PINE TREE	PN
SWEETGUM TREE	SG





STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

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TYMBER CREEK APARTMENTS
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LAUREN ADAMS, RLA # 6667278

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SCALE:	1" = 30'

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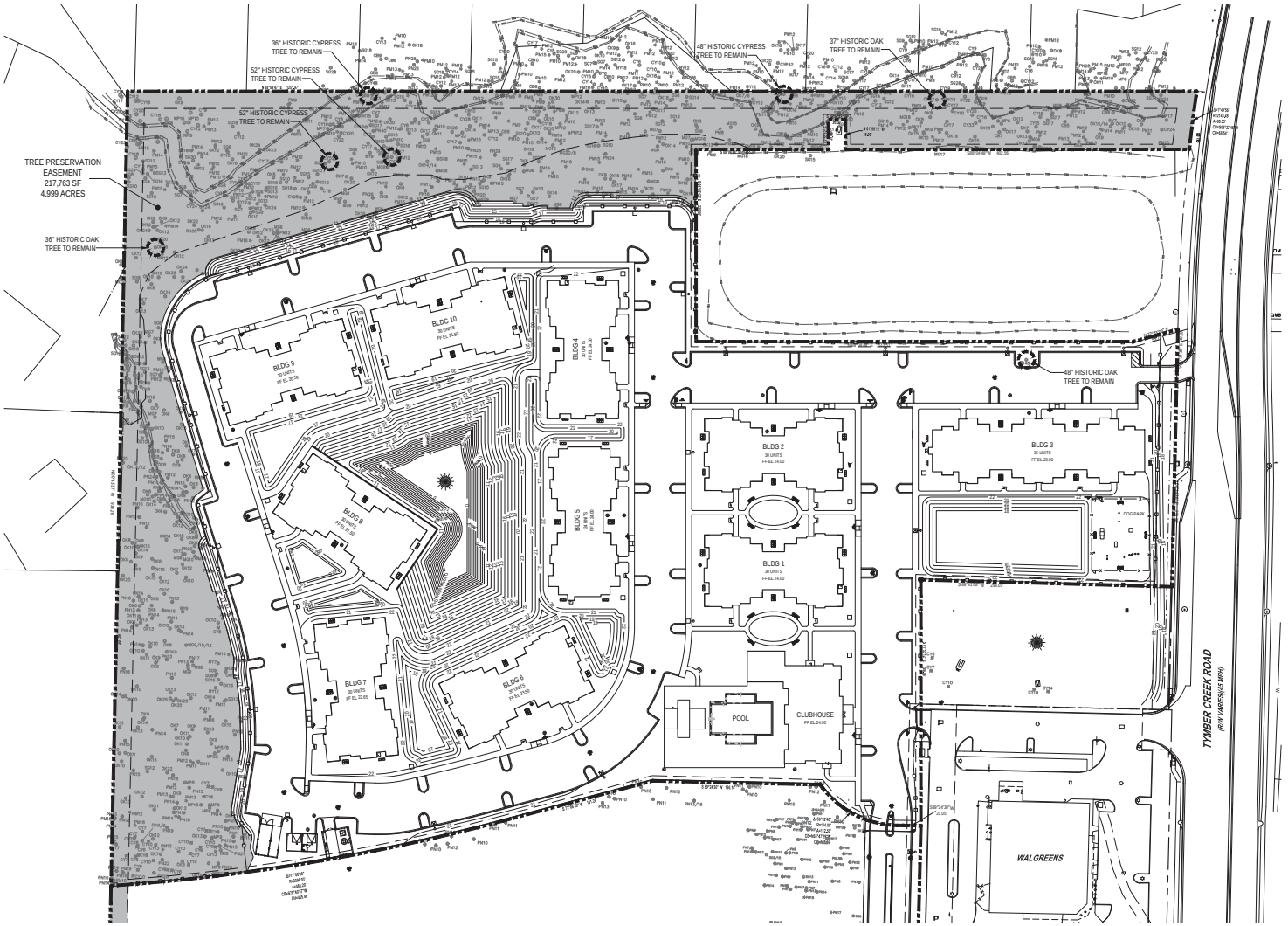


60 40 20 0 60 120

GRAPHIC SCALE
1"=60'

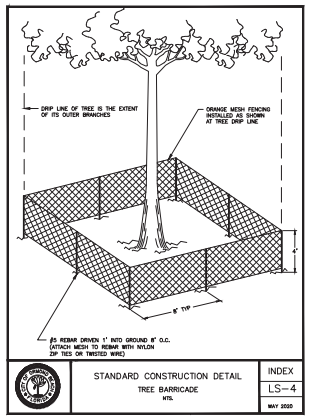
TREE PRESERVATION AREA REQUIREMENT:

REQUIRED TREE PRESERVATION = 15.0%
REQUIRED TREE PRESERVATION = 854, 635 SF x 0.15 = 128,195 SF (15.0%)

TREE PRESERVATION AREA PROVIDED	217,763 SF = 4.999 ACRES
TOTAL TREE PRESERVATION AREA	217,763 SF / 854,635 SF = 25.5%

LEGEND

TREE PRESERVATION AREA (25.5%)



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS-4
MAY 2020

REVISIONS

DATE	DESCRIPTION
4 7 22	TITLE BLOCK
10 25 22	OWNER

1230 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewkirkEngineering.com
C.A. # 30209
LC # 26001084
Civil Engineering,
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NEWKIRK ENGINEERING INC.

TREE PRESERVATION PLAN
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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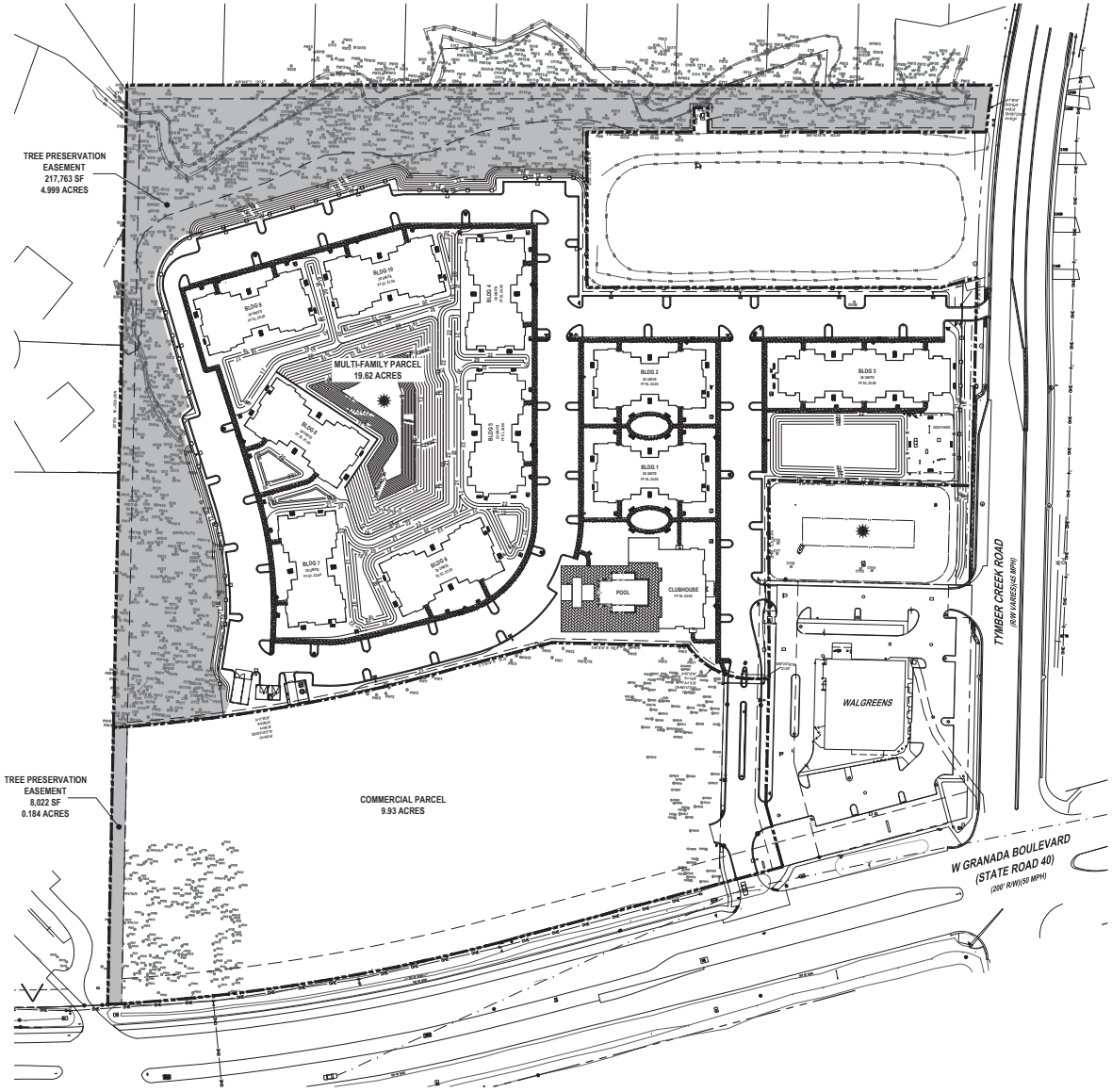
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

83



80 40 0 80 160

GRAPHIC SCALE
1"=80'

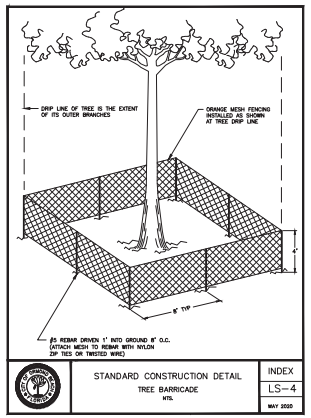
OVERALL TREE PRESERVATION AREA REQUIREMENT:

COMMERCIAL & MULTI-FAMILY
TREE PRESERVATION AREA REQUIRED = 15%
0.15 x (9.93 + 19.62) = 4.433 ACRES
TREE PRESERVATION AREA PROVIDED

MULTI-FAMILY	4.999 ACRES
COMMERCIAL	0.184 ACRES
OVERALL TOTAL TREE PRESERVATION AREA	5.183 ACRES (17.5%)
	5.183 / (9.93 + 19.62) = 17.5%

LEGEND

TREE PRESERVATION AREA (17.5%)



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OVERALL
TREE PRESERVATION PLAN
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NO. 62971
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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CHECKED BY:	HHN
SCALE:	1" = 0'

DRAWING NUMBER

84



WETLAND AREAS SUMMARY CHART

1. WETLAND / UPLAND AREAS:	SQ. FT.	ACRE	%
TOTAL WETLAND AREAS	104,588	2.401	12.2
TOTAL UPLAND AREAS	750,047	17.219	87.8
TOTAL PROJECT AREA	854,635	19.620	100.0

LEGEND

- WETLAND IMPACT AREA
  5,957 SF / 0.137 AC (TOTAL)
  IMPACT AREAS REQUIRING MITIGATION = 649 SF / 0.015 AC
- WETLAND PRESERVATION AREA
  98,619 SF / 2.264 AC (TOTAL)
- UPLAND PRESERVATION AREA
  120,696 SF / 2.771 AC (TOTAL)
- UPLAND BUFFER IMPACT AREA
  9,263 SF / 0.213 AC (TOTAL)
- CONSERVATION EASEMENT AREA
  219,551 SF / 5.040 AC (TOTAL)
- CONSERVATION EASEMENT SIGN
  (SEE DETAIL, THIS SHEET)

CONSERVATION AREA

NO DUMPING, LAND CLEARING OR OTHER DISTURBANCE TO SOILS OR VEGETATION PERMITTED BEYOND THIS POINT

FOR MORE INFORMATION, CONTACT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (321) 984-4940

12" x 12"

SEE PLAN FOR LOCATIONS, SPACE AT 100' O.C.

CONSERVATION EASEMENT SIGN

NOT TO SCALE

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WETLAND IMPACT PRESERVATION PLAN
TYMBER CREEK APARTMENTS

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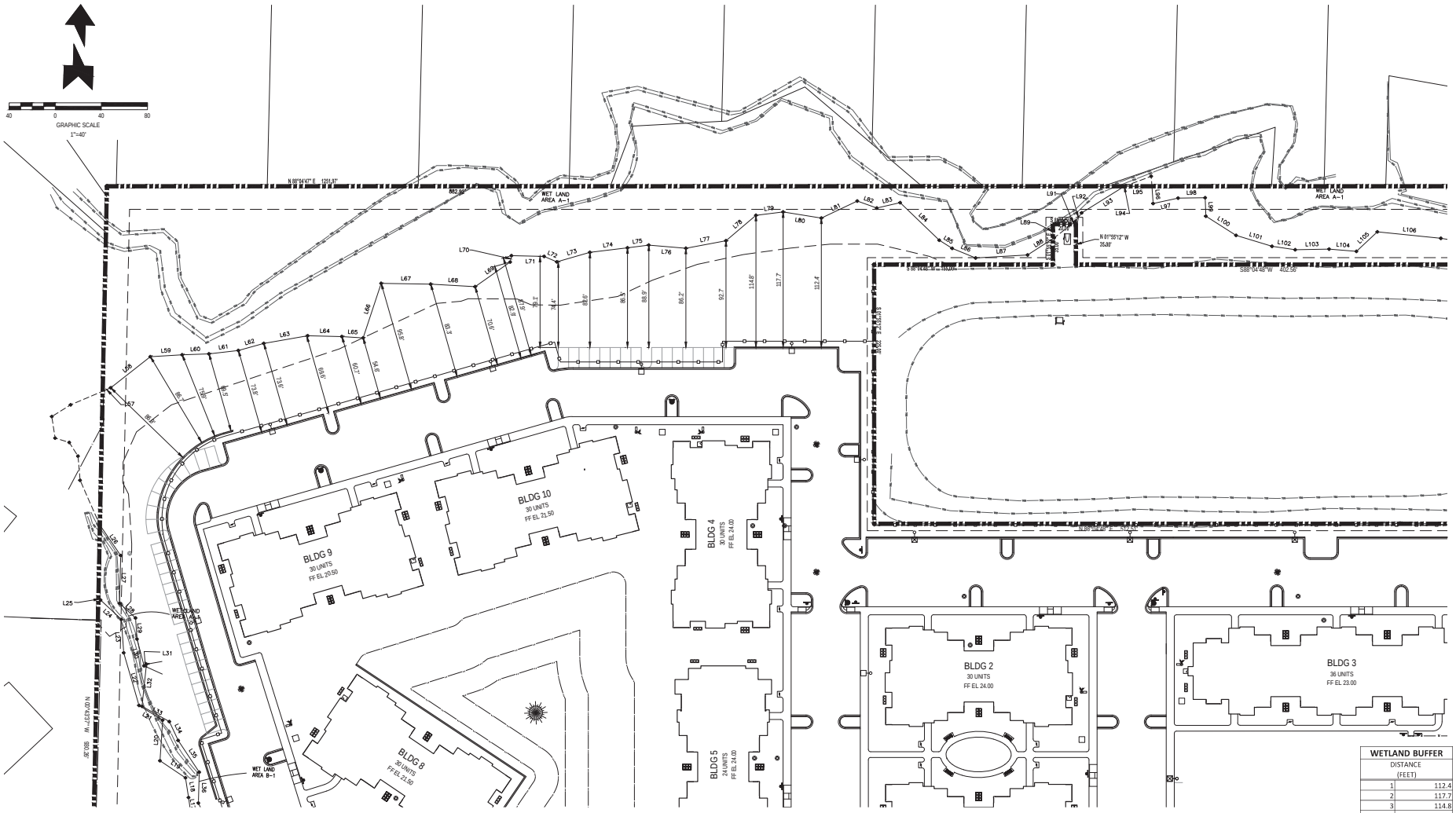

LITTLE TOMOKA RIVER WETLAND BUFFER SETBACK

1. REQUIRED WETLAND SETBACK = 75' AVERAGE
2. PROVIDED WETLAND SETBACK = 83.6' AVERAGE

WETLAND BUFFER DISTANCE (FEET)	
1	112.4
2	117.7
3	114.8
4	92.7
5	86.2
6	88.9
7	86.5
8	82.6
9	74.4
10	79.1
11	87.9
12	82.9
13	70.6
14	83.3
15	95.8
16	54.6
17	60.7
18	69.6
19	73.6
20	73.8
21	69.5
22	75.9
23	86.7
24	86.9
AVERAGE	83.6

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WETLAND BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
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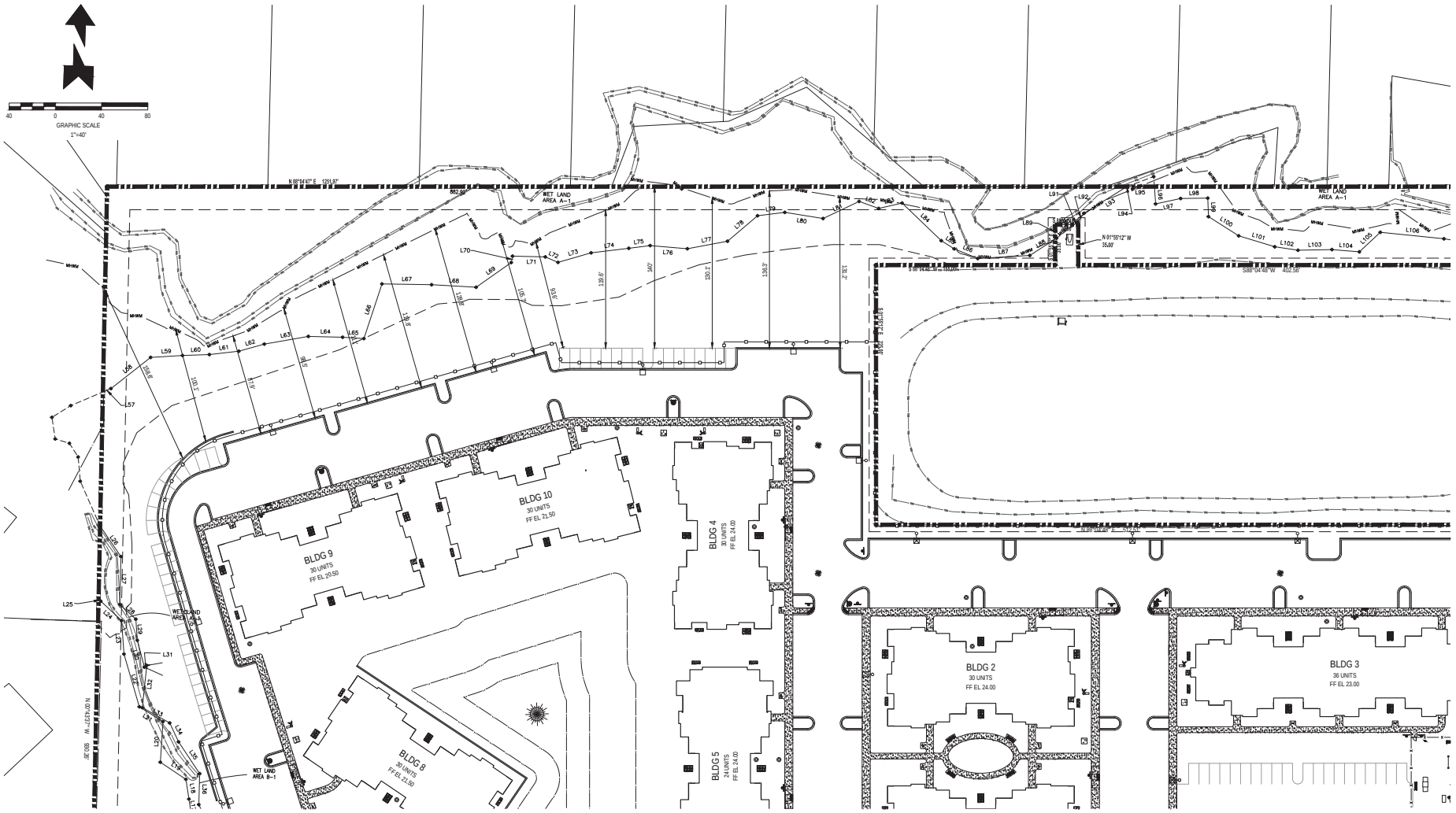

MEAN HIGH WATER MARK	
DISTANCE (FEET)	
1	131.2
2	136.3
3	130.1
4	140
5	119.6
6	101
7	105.7
8	128.8
9	119.8
10	111
11	98.5
12	87.9
13	100.1
14	158.6
AVERAGE	119.2

BLUFF HEIGHT (FEET NAVD)		MHWM (FEET NAVD)	BLUFF HEIGHT (FEET)
1	17.12	2.4	14.7
2	16.72	2.4	14.3
3	15.69	2.4	13.3
4	13.60	2.4	11.2
5	11.84	2.4	9.4
6	11.23	2.4	8.8
7	12.55	2.4	10.2
8	14.83	2.4	12.4
9	14.94	2.4	12.5
10	14.95	2.4	12.6
11	14.22	2.4	11.8
12	13.03	2.4	10.6
13	12.25	2.4	9.9
14	11.73	2.4	9.3
AVERAGE BLUFF HEIGHT		11.5	

GRADING LEGEND:

MHWM — MEAN HIGH WATER MARK

BLUFF ELEVATION

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MEAN JIGH WATER MARK
BUFFER EXHIBIT
TYMBER CREEK APARTMENTS
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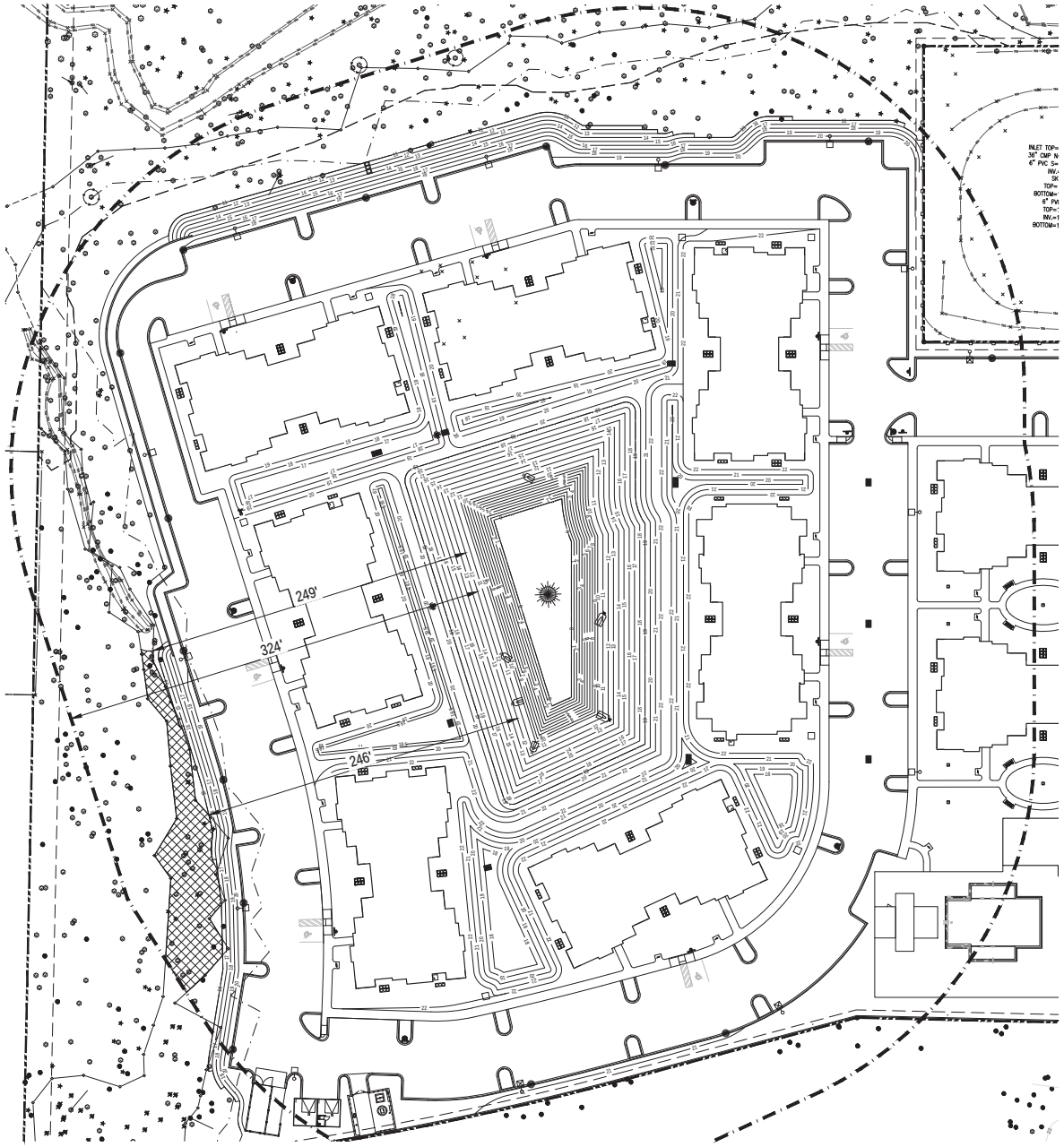

40 0 40 80

GRAPHIC SCALE
1"=40'

LEGEND

WETLAND AREAS ABOVE EL 12.0 WITHIN RADIUS OF INFLUENCE

RADIUS OF INFLUENCE LIMIT

WETLAND DRAWDOWN ANALYSIS

THE PROPOSED WET POND IS DESIGNED TO PASSIVELY DEWATER THE PROJECT SITE BY SETTING THE CONTROL ELEVATION BELOW THE AVERAGE GROUNDWATER TABLE ELEVATION. TO ENSURE DEWATERING THE SITE WILL NOT CREATE ADVERSE HYDROLOGIC IMPACTS TO ADJACENT WETLANDS THE WET POND RADIUS OF INFLUENCE MUST BE DETERMINED.

USING SICHARDT'S EQUATION THE POND RADIUS OF INFLUENCE WAS DETERMINED TO BE 324 FT. WETLAND DRAWDOWN WAS CALCULATED FOR THE TWO POINTS NEAREST TO THE WET POND. WETLAND AREAS BELOW EL. 12.0 (POND NWL) WERE NOT CONSIDERED AS THEY ARE BELOW THE PROPOSED WATER TABLE. THE MAXIMUM DRAWDOWN IN ADJACENT WETLANDS WAS FOUND TO BE 0.00436 FT OR 0.05 INCHES. DUE TO THE NEGLIGIBLE CHANGE IN GROUND WATER LEVELS IT CAN BE CONCLUDED THAT ADJACENT WETLANDS WILL NOT BE ADVERSELY IMPACTED BY THE DRAWDOWN OF THE GROUNDWATER TABLE CAUSED BY THE POND.

CALCULATIONS ARE SHOWN IN THE TABLE BELOW.

Radius of Influence (Sichardt's Equation) & Dewatering Volumes

Project Name:	**Tymber Creek Apartments**
Location :	**Ormond Beach, Volusia County**

Variable	Value	US Units	Value	Metric Units
Hydraulic Conductivity (k)	14	ft/day	0.000049	m/sec
Aquifer Thickness (H)	100	ft	30.48	m
Depth to Groundwater	0	ft	0.00	m
Excavation Depth	10	ft	3.05	m
Pond Length (a)	266	ft	81.08	m
Pond Width (b)	150	ft	45.72	m
Number of Extraction Points (n)	1		1	
Time	1440	min	1440	min

Calculation of Radius of Influence (R_0) for an open hole

$$R_0 = 3000 \times (H - h) \times \sqrt{K}$$

h = H-(Excavation Depth - Depth to Water) =	27.43	m
H - h =	3.05	m
Radius of Influence (R_0) =	64.26	m

Calculation of Effective Radius (R_e) for rectangular excavation areas

$$r_e = \sqrt{(a \times b)/\pi}$$

r_e =	34.34997886	m

Calculation of Max Total Influence ($R_0 + r_e$) =	98.61	m
	324	ft

Drawdown at Distance (s_0)

$$s_2 = \left(\frac{Kh}{2\pi Kh \times \frac{b}{}}\right) \times \ln\left(\frac{R}{r_2}\right)$$

r_2 (1)	249	ft
s_2 (1)	0.00417	ft
r_2 (2)	246	ft
s_2 (2)	0.00436	ft

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811 Know what's below. Call before you dig.

ADJACENT WETLAND DRAWDOWN ANALYSIS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

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SCALE:	1" = 50'

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BUILDING TO BUILDING SETBACK EXHIBIT

TYMBER CREEK APARTMENTS

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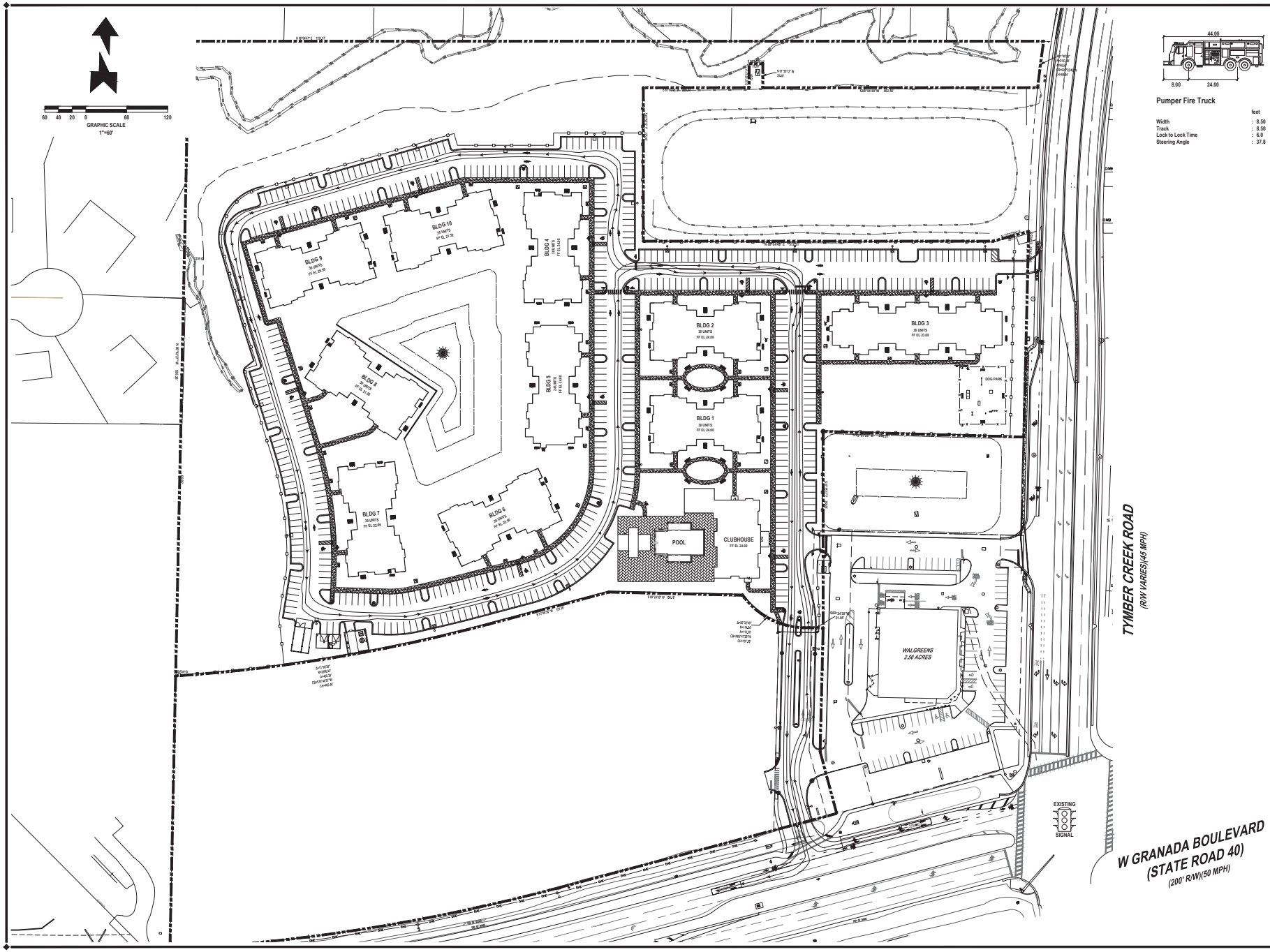

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AUTOTURN TRUCK PLAN

TYMBER CREEK APARTMENTS

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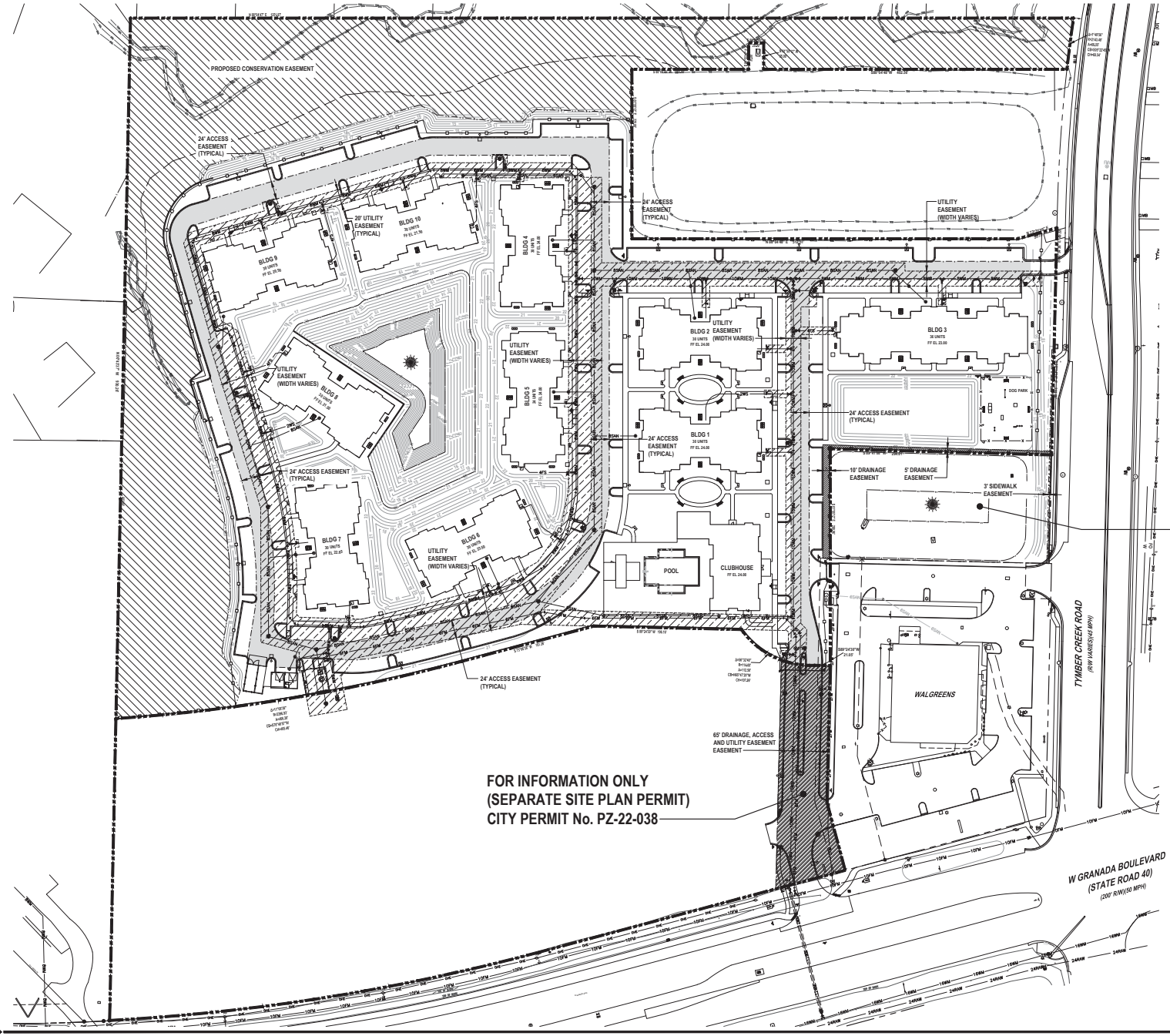

GRAPHIC SCALE
1"=60'

EASEMENT LEGEND:

- PROPOSED ACCESS EASEMENT
- PROPOSED UTILITY EASEMENT
- PROPOSED CONSERVATION EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PROPOSED DRAINGE, ACCESS AND UTILITY EASEMENT
- PROPOSED DRAINAGE EASEMENT

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EASEMENT PLAN
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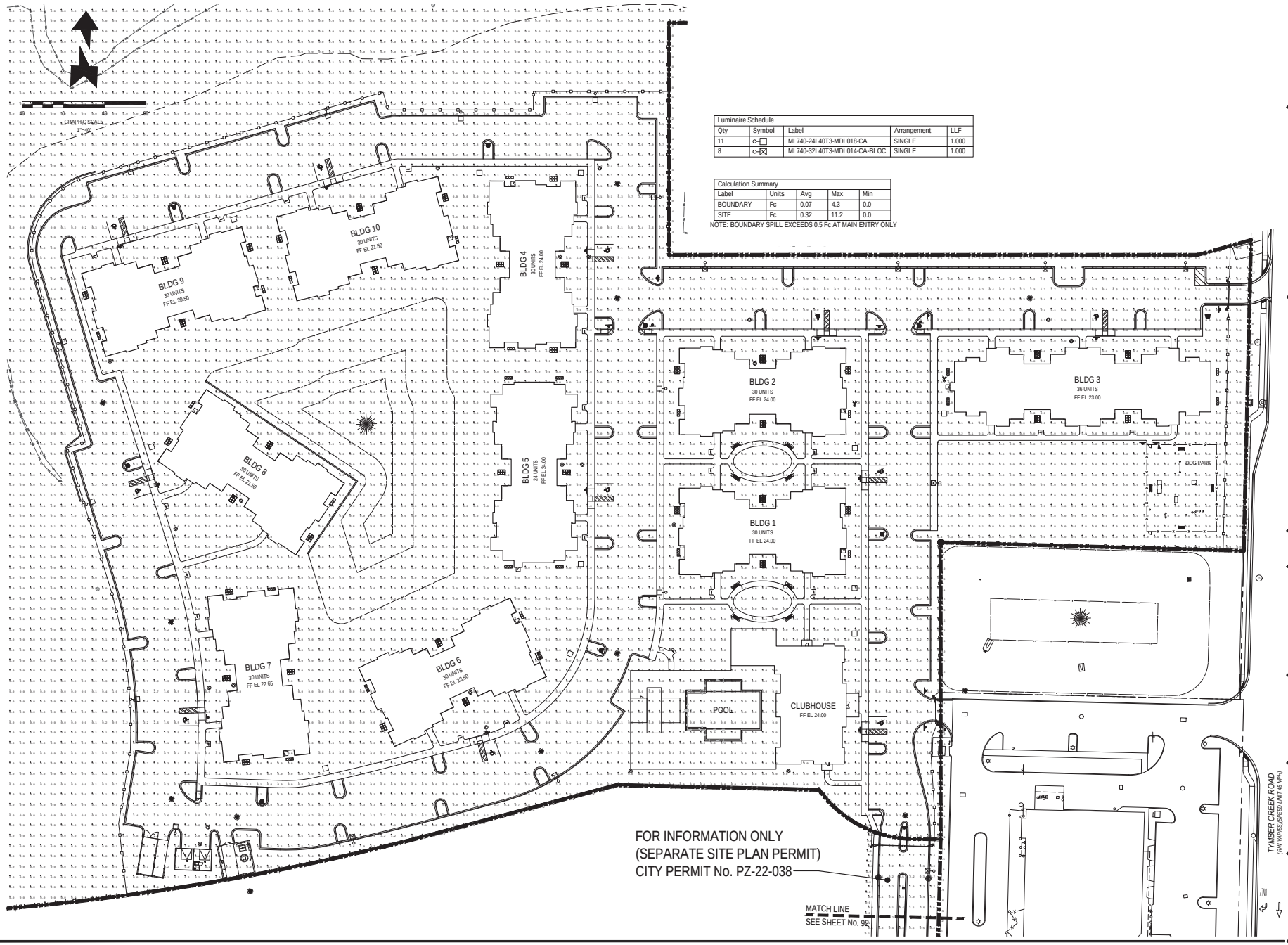

Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
11		ML740-24L40T3-MDL018-CA	SINGLE	1.000
8		ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
BOUNDARY	Fc	0.07	4.3	0.0
SITE	Fc	0.32	11.2	0.0

NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

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PHOTOMETRIC PLAN
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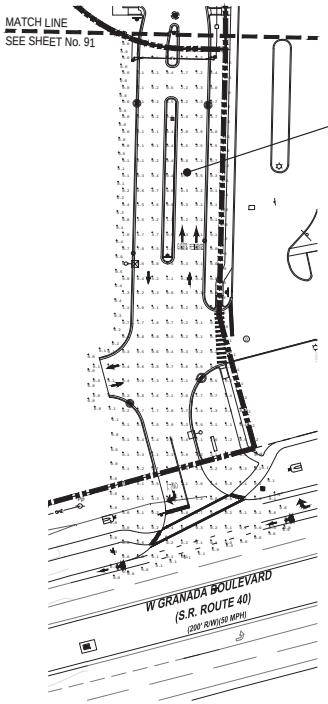
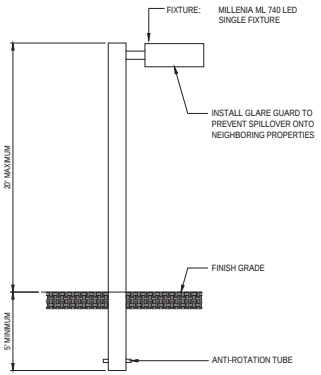


FOR INFORMATION ONLY
(SEPARATE SITE PLAN PERMIT)
CITY PERMIT No. PZ-22-038

Luminaire Schedule				
Qty	Symbol	Label	Arrangement	LLF
1	○-□	ML740-24L40T3-MDL018-CA	SINGLE	1.000
2	○-⊠	ML740-32L40T3-MDL014-CA-BLOC	SINGLE	1.000

Calculation Summary				
Label	Units	Avg	Max	Min
ACCESS	Fc	1.17	9.6	0.0
ACCESS BOUNDARY	Fc	0.11	0.6	0.0

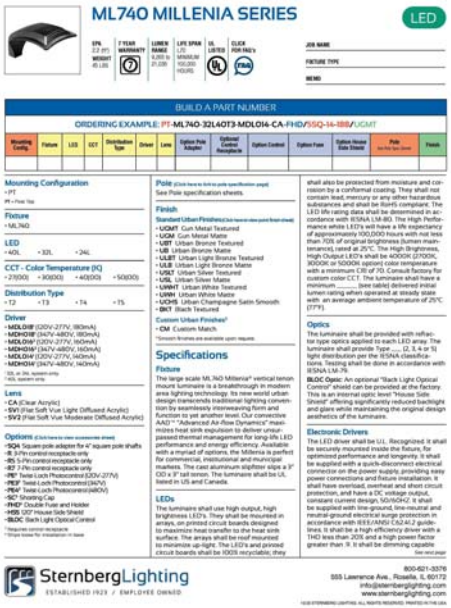
NOTE: BOUNDARY SPILL EXCEEDS 0.5 Fc AT MAIN ENTRY ONLY

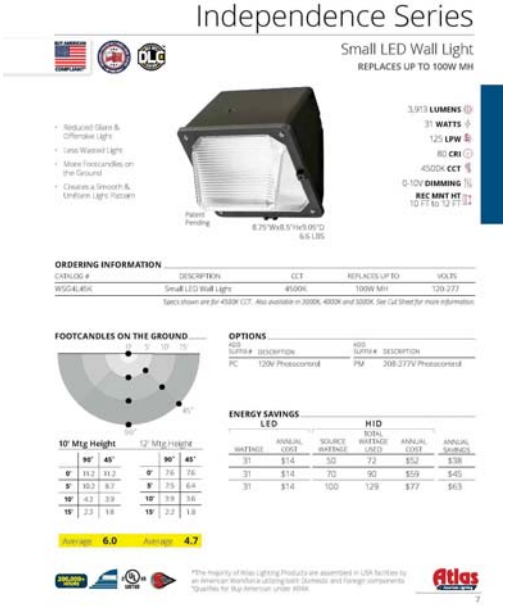


POLE TYPE: 5" X 5" STRAIGHT SQUARE DIRECT BURIAL LIGHT POLE
STRENSBERG LIGHTING - URBANLINE
POLE HEIGHT: 20' MAXIMUM HEIGHT WITH 5' MINIMUM BURIAL
FINISH: SMOOTH BLACK OR SATIN ALUMINUM
MATERIAL: ALUMINUM

1. CONTRACTOR MUST OBTAIN CITY OF ORMOND BEACH BUILDING PERMIT FOR LIGHT POLES. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC...) FOR LIGHT FIXTURES AT TIME OF PERMIT REVIEW.
2. DESIGNED TO HANDLE A MINIMUM 140 MPH WIND SPEED, EXPOSURE B.
3. MAKE THE HOLE, GENERALLY HOLES SHALL BE ROUND WITH SMOOTH VERTICAL SIDES CONSISTING OF UNDISTURBED SOIL FOR BEST COMPACTION AND STABILITY OF POLES. DIAMETER OF POLE SHALL BE ABOUT TWICE THE DIAMETER OF THE POLE AT ITS BASE. HOLES SHALL BE AUGURED.
4. WIRE THE POLE UTILIZING APPROVED METHODS.
5. INSTALL THE POLE, IN MANY CASES COMPOSITE POLES CAN BE MANUALLY LIFTED INTO PLACE AND INSERTED INTO THE HOLE.
6. ALIGN AND LEVEL THE POLE.
7. BACKFILL THE HOLE, FILL AND TAMP EVERY 6 TO 8 INCHES OF BACKFILL, FREQUENT TAMPING IS IMPORTANT FOR INSTALLATION.

SITE LIGHTING DETAIL
NOT TO SCALE





REVISIONS

DATE	DESCRIPTION
4/7/22	TITLE BLOCK

1230 North I-4St., Suite 3
Ormond Beach, Florida 32174
Phone (386) 672- 7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

PHOTOMETRIC DETAILS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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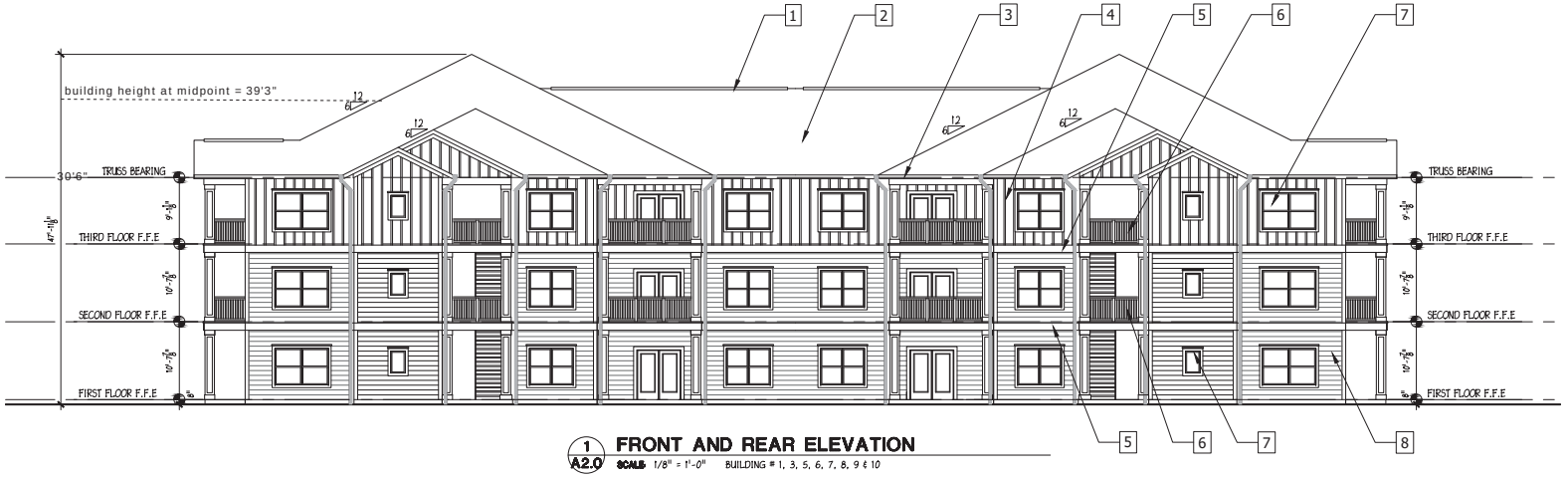
HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	AS SHOWN

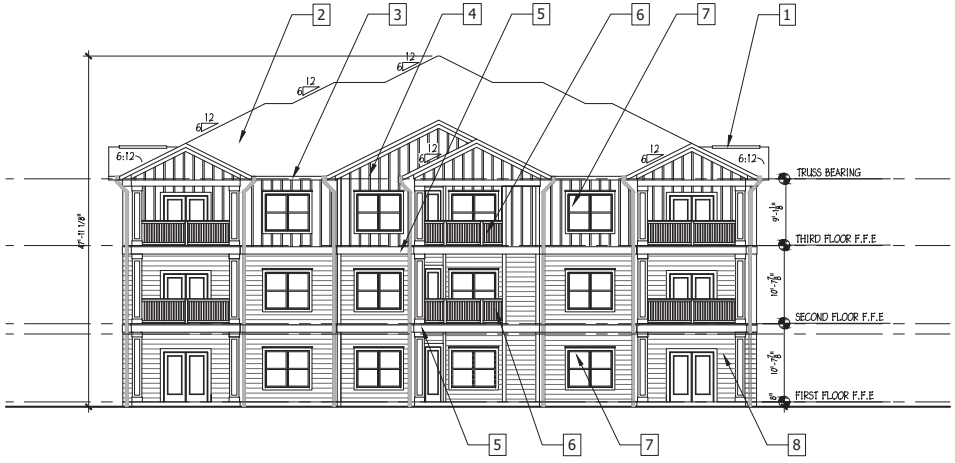
DRAWING NUMBER

92





1 A2.0 **FRONT AND REAR ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 3, 5, 6, 7, 8, 9 & 10



2 A2.0 **LEFT AND RIGHT SIDE ELEVATION**
SCALE 1/8" = 1'-0" BUILDING # 1, 3, 5, 6, 7, 8, 9 & 10

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE

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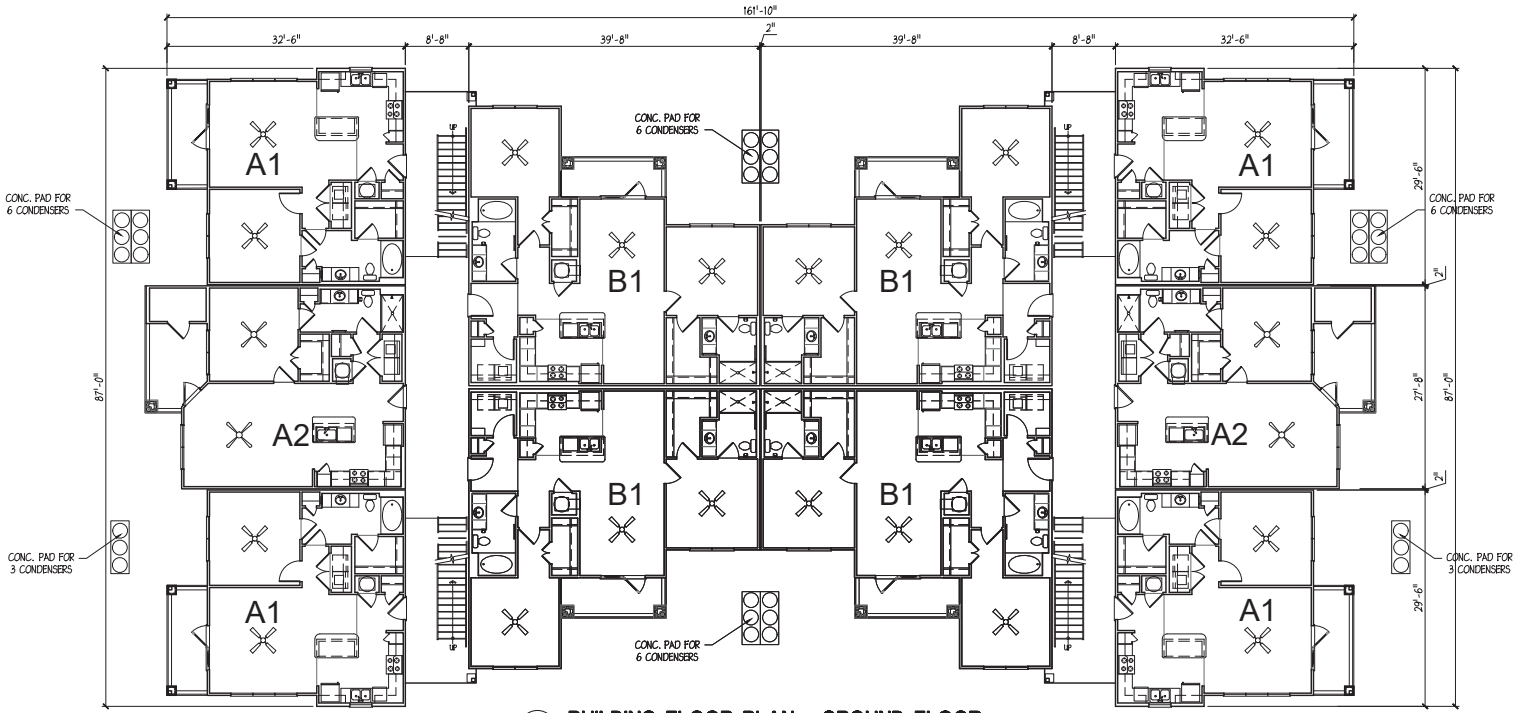
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
1, 3, 5, 6, 7, 8, 9 & 10

SHEET NO.
A2.0



1 A1.0 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 1/8" = 1'-0" BUILDING # 1, 2, 3, 4, 6, 7, 8 & 9

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FOR
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

DRAWN BY:

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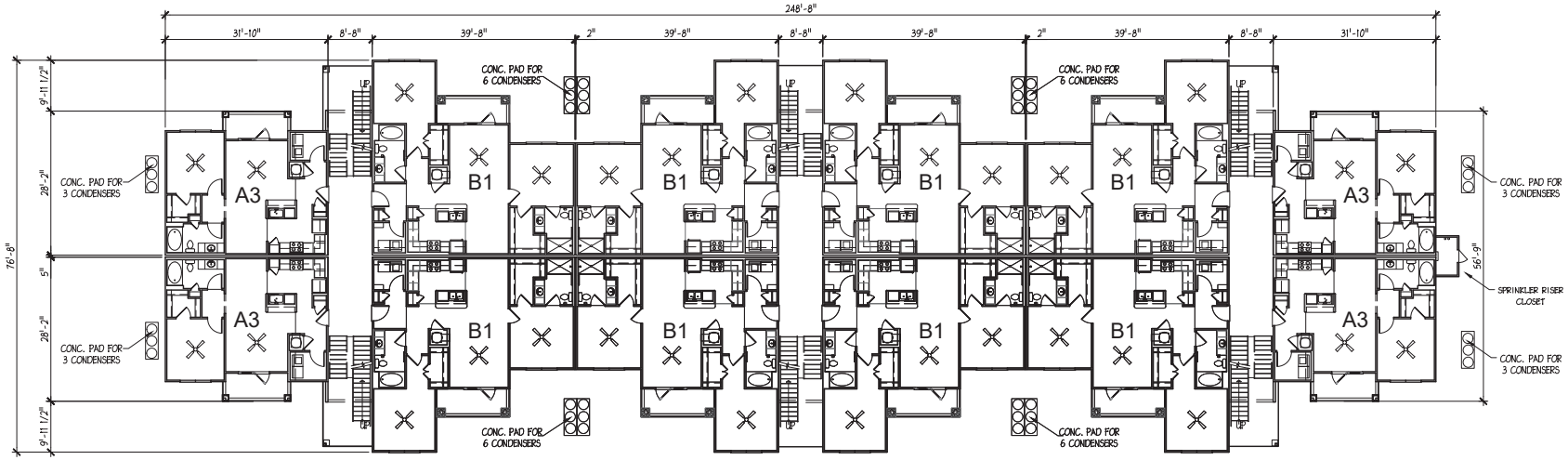
BUILDING PLANS
1, 3, 5, 6, 7, 8, 9 & 10

SHEET NO.

A1.0



1 A1.1 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE: 3/32" = 1'-0" BUILDING #10

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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

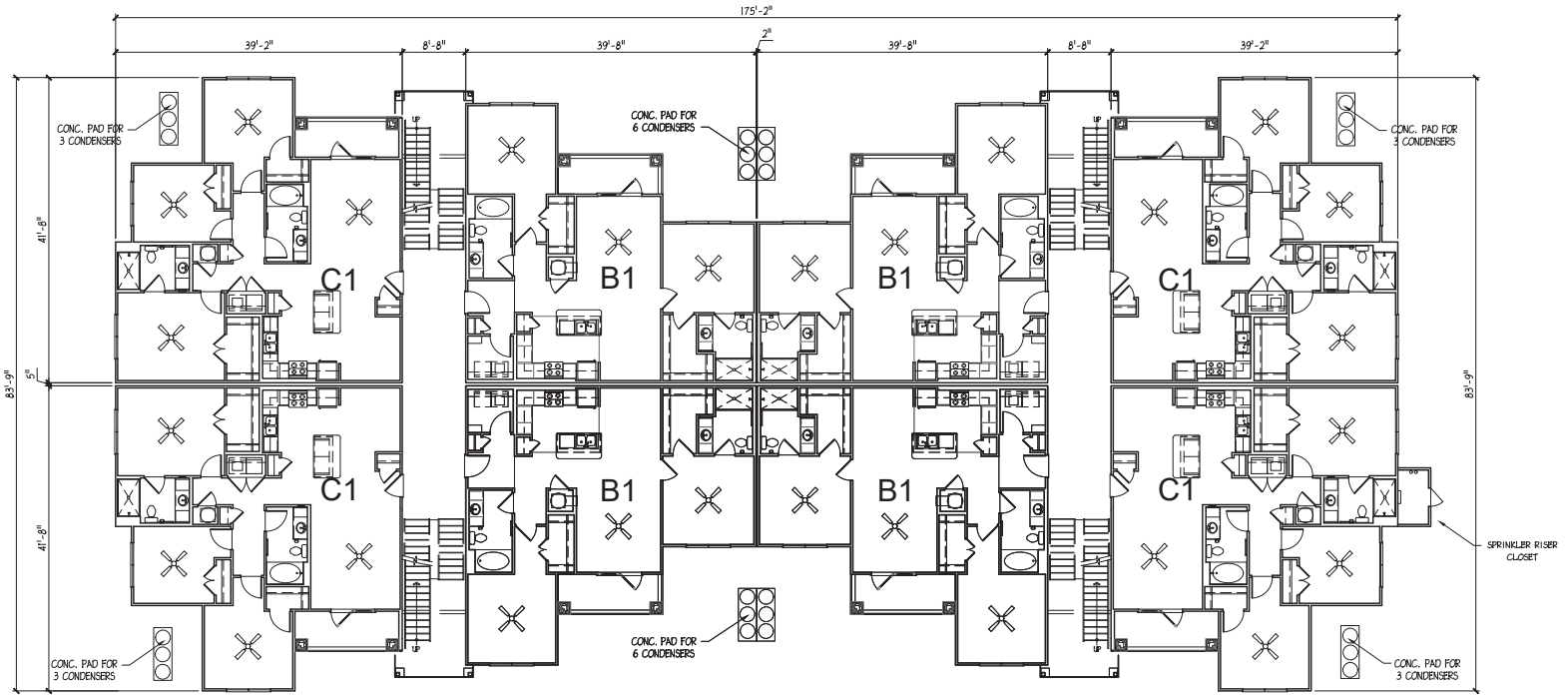
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 2

SHEET NO.

A1.1



1 A1.2 **BUILDING FLOOR PLAN - GROUND FLOOR**

SCALE 1/8" = 1'-0" BUILDING #5

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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

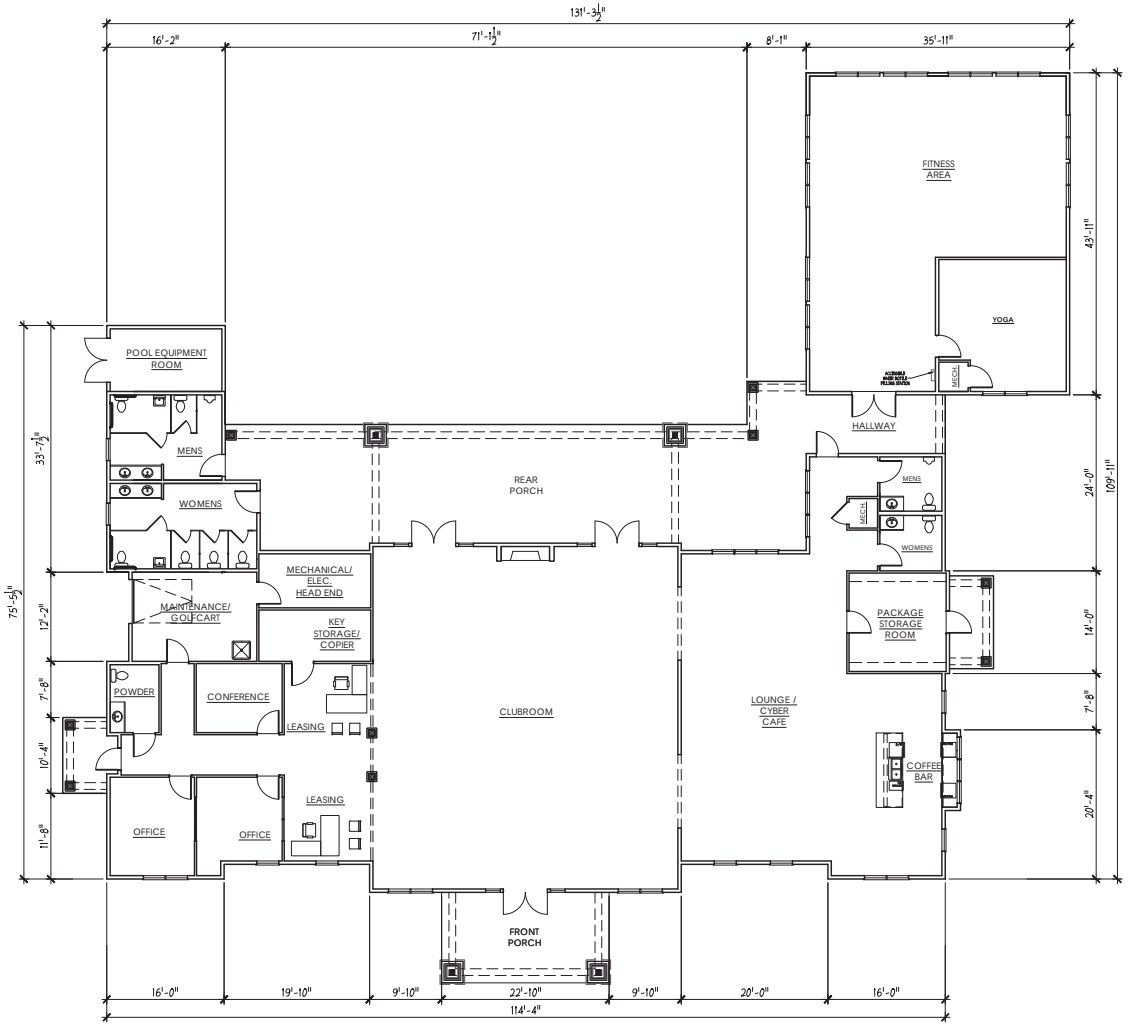
DRAWN BY:

CHECKED BY:

BUILDING PLANS
BUILDING # 4

SHEET NO.

A1.2



1 A1.3 **LEASING OFFICE - FLOOR PLAN**

SCALE: 3/16" = 1'-0"

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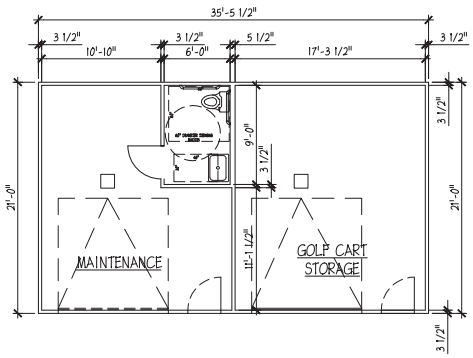
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

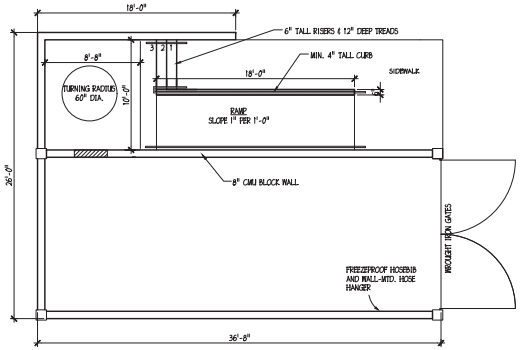
BUILDING PLANS
LEASING OFFICE

SHEET NO.
A1.3



1 A1.4 **MAINTENANCE OFFICE - FLOOR PLAN**

SCALE 3/16" = 1'-0"



2 A1.4 **TRASH COMPACTOR ENCLOSURE - FLOOR PLAN**

SCALE 3/16" = 1'-0"

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JOB NUMBER: E143

DRAWN BY:

CHECKED BY:

BUILDING PLANS
MAINT. OFFICE & TRASH

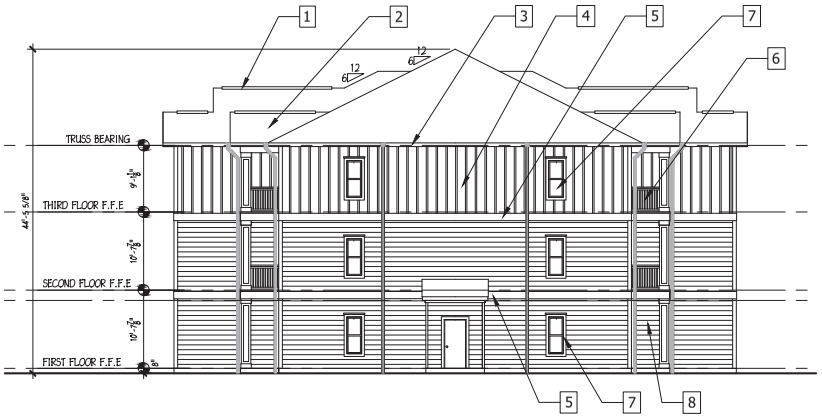
SHEET NO.

A1.4



1 A2.1 **FRONT AND REAR ELEVATION**

SCALE: 3/32" = 1'-0" BUILDING # 10



2 A2.1 **LEFT AND RIGHT SIDE ELEVATION**

SCALE: 1/8" = 1'-0" BUILDING # 10

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE

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JOB NUMBER: E143

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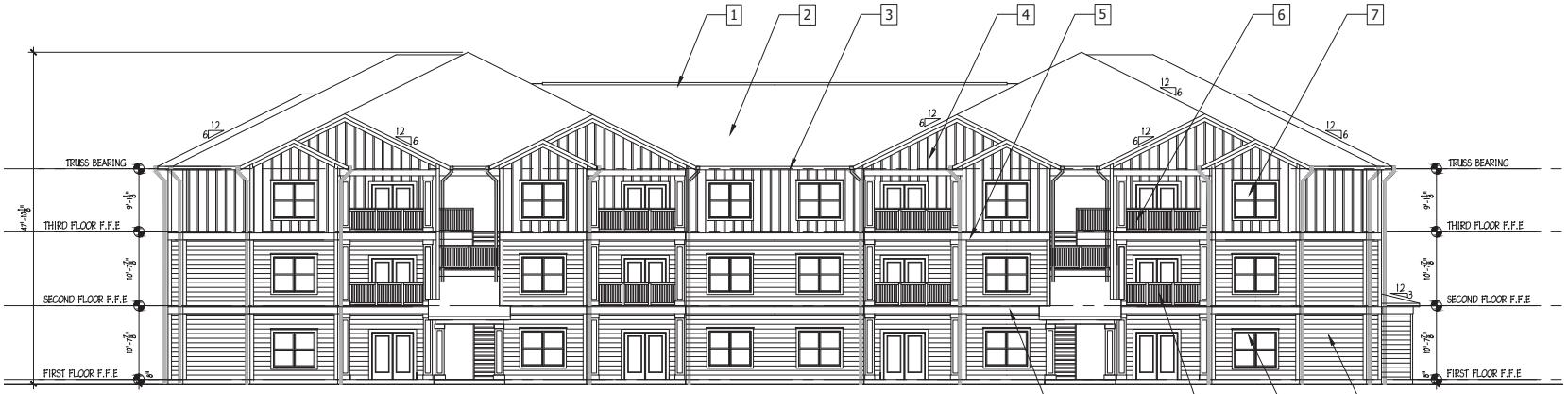
BUILDING ELEVATIONS
BUILDING # 10

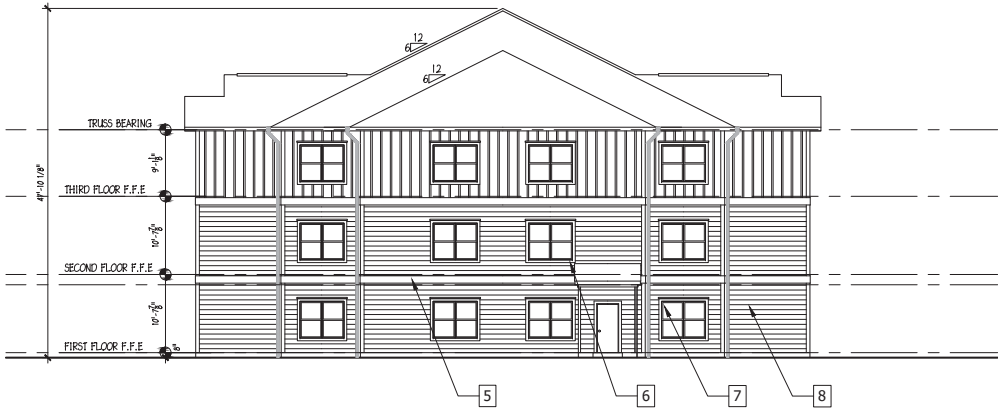
SHEET NO.

A2.1



1 A2.2 **FRONT AND REAR ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 5



2 A2.2 **LEFT AND RIGHT SIDE ELEVATION**

SCALE 1/8" = 1'-0" BUILDING # 5

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

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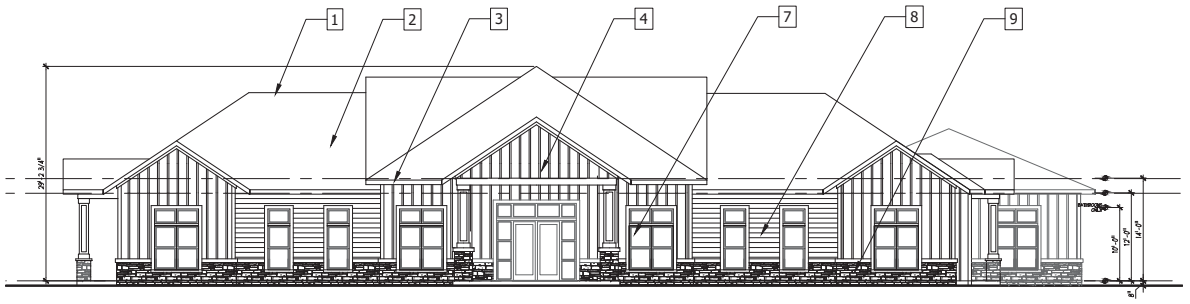
CHECKED BY:

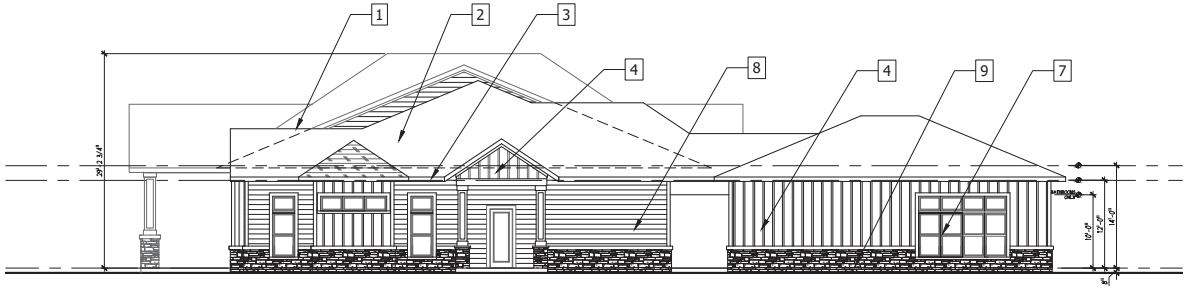
BUILDING ELEVATIONS
BUILDING # 5

SHEET NO.

A2.2



1 A2.3 **LEASING OFFICE - FRONT ELEVATION**
SCALE 1/8" = 1'-0"



2 A2.3 **LEASING OFFICE - RIGHT ELEVATION**
SCALE 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
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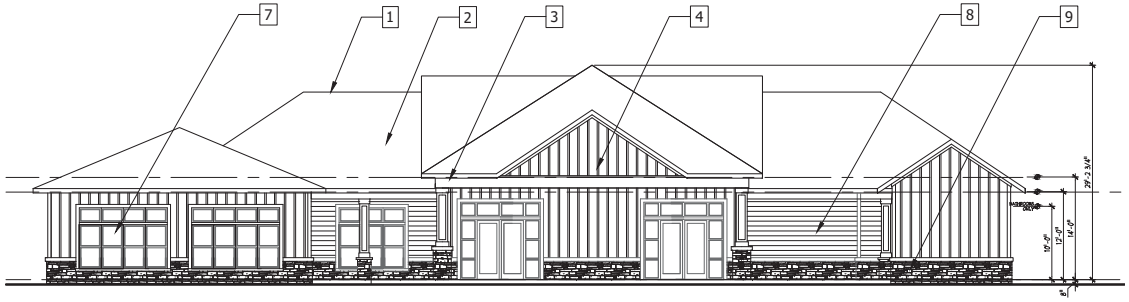
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

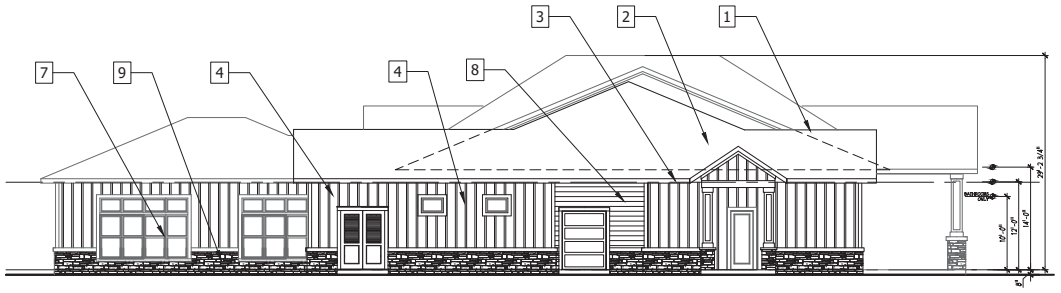
BUILDING ELEVATIONS
LEASING OFFICE

SHEET NO.
A2.3



3 A2.3 **LEASING OFFICE - REAR ELEVATION**

SCALE: 1/8" = 1'-0"



4 A2.3 **LEASING OFFICE - LEFT ELEVATION**

SCALE: 1/8" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
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ORMOND BEACH, FLORIDA

JOB NUMBER: E143

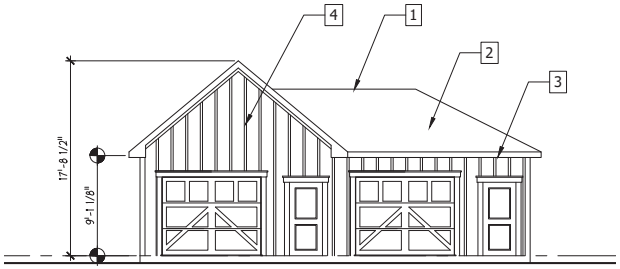
DRAWN BY:

CHECKED BY:

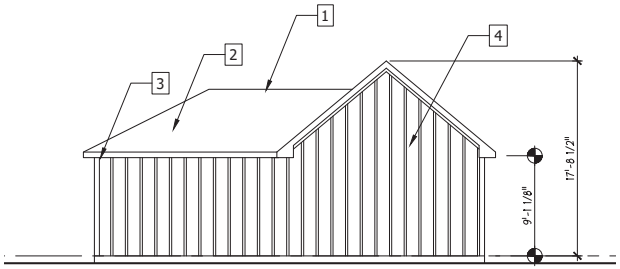
BUILDING ELEVATIONS
LEASING OFFICE

SHEET NO.

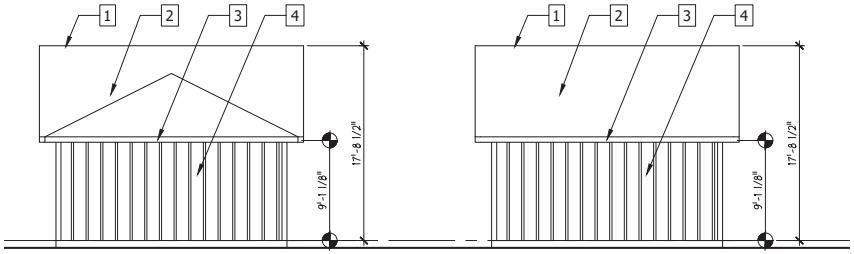
A2.4



1 A2.5 **MAINT. OFFICE - FRONT ELEVATION**
SCALE 3/16" = 1'-0"

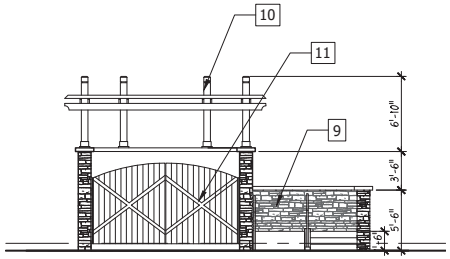


2 A2.5 **MAINT. OFFICE - REAR ELEVATION**
SCALE 3/16" = 1'-0"

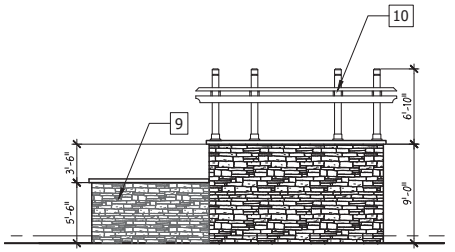


3 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"

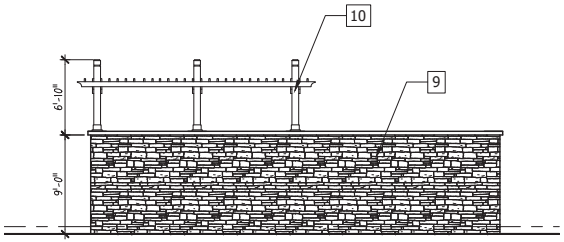
4 A2.5 **MAINT. OFFICE - RIGHT ELEV.**
SCALE 3/16" = 1'-0"



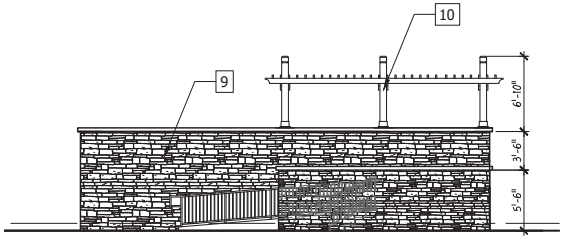
5 A2.5 **TRASH ENCLOS. - FRONT ELEVATION**
SCALE 3/16" = 1'-0"



6 A2.5 **TRASH ENCLOS. - REAR ELEVATION**
SCALE 3/16" = 1'-0"



7 A2.5 **TRASH ENCLOS. - LEFT ELEVATION**
SCALE 3/16" = 1'-0"



8 A2.5 **TRASH ENCLOS. - RIGHT ELEVATION**
SCALE 3/16" = 1'-0"

ELEVATION NOTE:

ALL TRIM, FASCIA AND SOFFIT TO BE FIBER-CEMENT / CEMENTITIOUS BOARD

ELEVATION LEGEND:

1. RIDGE VENT
2. ROOF SHINGLES
3. CEMENTITIOUS FASCIA
4. BOARD & BATTEN SIDING
5. CEMENTITIOUS TRIM BAND
6. VINYL RAILING
7. SINGLE HUNG VINYL WINDOWS
8. CEMENTITIOUS HORIZONTAL LAP SIDING
9. SIMULATED STONE VENEER
10. STAINED P.T. WOODEN TRELLIS
11. STAINED P.T. WOODEN GATE

ENGLISH & ASSOCIATES
ARCHITECTS, INC.
3084 MERCER UNIVERSITY DRIVE, SUITE 100
ATLANTA, GEORGIA 30341
DENGLISH@ENGLISHASSOCIATESINC.COM

JOB PROGRESS:

ITEM:	DATE:
PERMIT REVIEW	02-27-2020

REVISIONS:

TAG:	DATE:

This drawing, as an instrument of service, is and shall remain the property of the Architect Of Record and shall not be used in whole or part for any other project without the written permission of the Architect Of Record. DO NOT scale this drawing. All questions to be submitted as a formal request for information to the Architect Of Record.

TYMBER CREEK APARTMENTS
AN APARTMENT COMMUNITY
FOR
TELLUS PARTNERS
ORMOND BEACH, FLORIDA

JOB NUMBER: E143
DRAWN BY:
CHECKED BY:

BUILDING ELEVATIONS
MAINT. OFFICE & TRASH ENCLOSURE
SHEET NO.
A2.5



Planning Board minutes from December 8, 2022

ITEM:

PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

IV. NOTICE REGARDING ADJOURNMENT

NEW ITEMS WILL NOT BE HEARD BY THE PLANNING BOARD AFTER 9:00 PM UNLESS AUTHORIZED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT. ITEMS WHICH HAVE NOT BEEN HEARD BEFORE 9:00 PM MAY BE CONTINUED TO THE FOLLOWING THURSDAY OR TO THE NEXT REGULAR MEETING, AS DETERMINED BY AFFIRMATIVE VOTE OF THE MAJORITY OF THE BOARD MEMBERS PRESENT (PER PLANNING BOARD RULES OF PROCEDURE, SECTION 2.7).

V. PLANNING DIRECTOR'S REPORT

There was no Planning Director's report.

VI. PUBLIC HEARINGS

A. PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Mr. Steven Spraker, Planning Director, explained the applications for Items A and B submitted by Nika K. Hosseini, Esquire Cobb Cole Attorneys at Law, for:
(1) The zoning map amendment from Volusia County, Resource Corridor, Volusia County A-2, Agriculture, and Ormond Beach B-8, Commercial to Planned Business Development (PBD). The subject property is approximately 19.62 acres and is located at 2011 West Granada Boulevard and 36 North Tymber Creek Road. Mr. Spraker stated that Moss Pointe is to the north of the property and to the west of the property is Indian Springs and Coquina Presbyterian Church. To the south of it is a commercial vacant parcel of 9.93 acres, and then Walgreens and their stormwater are located to the east and the south of the Volusia County stormwater pond at 40 N. Tymber Creek. He concluded that to the east of the property are single-family properties and vacant Commercial.

Mr. Spraker explained the land use and zoning process for properties. The B-8 zoning district allows a variety of commercial land uses such as retail, office, medical office, restaurants with and without drive-through windows, shopping centers and multi-family.

(2) Regarding the issuance of a development order, it was explained that the Tymber Creek Apartments Planned Business Development (PBD) seeks to allow the construction of 300 multi-family residential units and associated site improvements on 19.62 acres. Mr. Spraker detailed the application in a PowerPoint presentation.

Mr. Spraker further explained the development order process for the density of the project which starts with the Site Plan Review Committee (SPRC), and added that the neighborhood meeting for it was held on June 8, 2022. He expressed that tonight the Planning Board hears the testimony from staff, the applicants and audience members, and added that as with all agenda items, Planning Board can approve it, approve it with conditions, or deny it, and either way it will still go to City Commission on January 24, 2023, for the tentative first reading and February 7, 2023, for the second reading. Mr. Spraker explained the three thresholds where the Land Development Code (LDC) is set up so that if going over a threshold, a public hearing is required to be held. The SPRC can only approve up to 10 units per acre, and over that up to 32 has to go through the public hearing process. He continued that the density is the first threshold, the building height over 30 feet is the second threshold,

and the building length of building #10 is the third threshold trigger. The land use allows up to 471 units, the zoning allows 164 units, therefore it requires the public hearing authorization. Mr. Spraker stated that the request is for 18.29 units per acre in which does not include the Recreation/Open Space. The second threshold, the building height, allows up to 15 feet above what the zoning district allows. The last threshold explained was that the LDC states that you cannot have a multi-family building greater than 180 feet in length without obtaining a Planned Business Development. All of the other buildings are less than that, other than building #10 which is at 249 feet in length.

Mr. Spraker reviewed the traffic concerns. The access off of Tymber Creek Road was pulled. An updated traffic analysis was done in August 2022. An independent traffic reviewer was hired that said that it met the concurrency standards. Mr. Spraker reviewed the tree preservation with 7 historic trees on site that have been preserved. Fifteen (15) percent of the site is required to be saved, or 2.94 acres, and the project has preserved 25.4 percent at approximately 4.99 acres. The landscape buffers to the north and west have been exceeded over the required 20 feet. There are 2.4 acres of wetlands on site and the project has impacted under 6 percent of it. Mr. Spraker reviewed the fences and walls for the project with decorative aluminum-railing fence, PVC-vinyl fencing and masonry walls. In one of the meetings there was a comment about the balcony on building #8 overlooking into Indian Springs, therefore they rotated that building and reduced the overall building height and provided additional landscaping to shield the project.

Mr. Spraker reviewed the public benefits in the natural preservation, landscape buffers, additional plantings, restriction of access onto Tymber Creek Road and the directional turning of building #8.

Mr. Spraker reviewed the correspondence received on the project consisting of traffic, the project being an incompatible use, density concerns, project over-development, site design issues and the negative impacts on the quality of life in the west Ormond area. Mr. Spraker stated that with the elimination of building #8, staff recommends approval.

Chairman Thomas opened it up to the Board for discussion and questions.

Board questions

Ms. Shull asked for details of what would happen if the PBD was denied. Mr. Spraker replied that 36 N. Tymber Creek Road has a Volusia County zoning, therefore the land use was changed but the zoning was not changed after annexation due to the project going for a Planned Development. If the PBD is denied, it has to be assigned city-zoning by state law. He continued that within the "Residential Office Retail" land use, there are certain zoning categories that would be appropriate such as the B-1, B-9 and B-10 zoning districts which allow 10 units per acre. The "Open Space Conservation" land use designation would go to a Special Environmental zoning.

Mr. Scudiero asked for further information about the land use maximums. Mr. Spraker explained that they would not be able to meet the land use maximum and would have to ask for exceptions to height and parking and a five or six-story building would not be approved there. The height would determine the land use maximum. Mr. Spraker continued that the B-8 is a General Commercial zoning district which allows other uses by right that could go up to 430,000 square feet of commercial uses.

Mr. Galloway asked for additional explanation on the land area calculation. Mr. Spraker replied that the entire property is 19.62 acres, with the breakdown calculation at 3.20 acres of "Open Space/Conservation", 3.20 acres of "Residential/Office Retail" and the remainder at 13.22 acres of "General Commercial".

Mr. Jorczak inquired if the city has the ability to alter the zoning to Suburban Low-Density if the application is denied. Mr. Spraker answered that the application has to be consistent with the "Residential/Office Retail" land use designation and the compatible zoning designations are B-1, B-9 and B-10.

Chairman Thomas asked Mr. Spraker to explain what can go in the B-8 zoning districts. Mr. Spraker replied that the B-8 zoning district allows retail sales, shopping centers, office/retail, hair salons, and both dine-in restaurants and drive-through restaurants.

Applicant's presentation

Mr. Mark Watts, Esq., Cobb Cole Attorneys at Law, 231 N. Woodland Blvd., DeLand, explained the proposed project, stating that it has a lot of history alongside the owner of the property, Mr. Garrison McMillan, Tellus Partners, to sort through the issues of concern. Mr. Watts reviewed the proposal in a presentation and explained how on the northern piece of the property 6.40 acres was annexed in 2020 but ever assigned city-zoning and the southern piece, 13.22 acres is zoned B-8. He explained the overall proposed plan and benefits to the public including doubling the preservation area to name one. Mr. Watts reiterated the restriction on the access points with the Tymber Creek connection restriction with the Planned Business Development (PBD) so that there is not exit traffic where the right-in and right-out traffic is with Department of Transportation (DOT) approval. The proposed setbacks, buffers, and environmental considerations were detailed with 0.14 acres of impact to the 2.40 acres of existing wetlands and 7 out of 7 historic trees being preserved. Mr. Watts reviewed the parks and amenities for the proposed project.

Mr. Watts described the high level of architectural detail and redesign of the buildings to lower overall roof height from 45 feet to 39.3 feet. The applicant addressed the concerns of the line of sight of the original building design from the adjacent neighborhood, and have since redesigned to reduce the pitch of the roof and building height. Mr. Watts referenced the concern with building #8 in relativity to the proximity to the closest house to that and how a retaining wall was designed in the plan to keep it up at a certain elevation with multiple layers of screening for both buildings 8 and 9, including a landscape buffer, masonry screening wall and cedar trees along the property boundary. Mr. Watts explained how the applicants have met most of staffs' and residents' concerns where possible as well as met the traffic standards. The attempt to address the State Road 40 access concerns and a U-turn or signal strategy at the church was unsuccessful, but the proposed configuration in the staff report and Board packet was permitted through DOT.

Mr. Watts referenced staff's recommendation to remove building #8 in which the applicant agrees to do so and reduce density for the site. He added that a building farther to the east would then be the 30-unit standard, updating the overall count to 276.

Mr. Galloway asked for clarification of the height of the retaining wall and screening wall specifics. Mr. Watts stated that it was 6 feet with a 6-foot masonry screening wall, for a total of 12 to 14 feet from the existing grade for the screening and retaining

wall. The concept for the masonry screening wall, vinyl and aluminum fencing was further detailed.

Chairman Thomas opened it up to the Board for discussion where questions were answered by the Planning Director. The Avalon project was discussed and referenced in comparison with this proposal.

Chairman Thomas opened the public hearing for audience comments.

Audience Comments

Mr. Troy Railsback, 27 Indian Springs Drive, explained that he and his wife are part of the Indian Springs Homeowners' Association (HOA), which is adjacent to the northwest portion of the proposed development. He added that he is the HOA President and submitted a letter on behalf of the HOA to the Planning Board as part of the submittal packet explaining the concerns with the proposed project. Mr. Railsback asked how many apartment complexes are west of Interstate 95 in Ormond Beach. He also asked the percentage increase in density from the current City of Ormond Beach zoning to what is being proposed. He asked if the planning and development rezoning request in the overall proposed layout is solely based off highest and best used metrics for maximum development and density for this type of use on the proposed subject property.

Mr. Railsback commented that working with city staff and the developer through multiple meetings, it was identified that both buildings 8 and 9 have a severe and significant, lasting impact to the community and are not conforming to the current B-8 zoning descriptions. He added that the site layout of the buildings being close to the property lines have an overwhelming and nonconforming lasting impact to the community as proposed with the current zoning calling for natural buffering between the adjacent parcels, and added that if the current zoning and density applied, that there would be plenty of opportunity to accomplish such. He inquired what is at stake and asks what is being contemplated. Mr. Railsback stated that it is a use that is evolving within the overall area and the west side of the Interstate 95 area of Ormond Beach as well as the multi-family apartments being considered at a significantly higher density than established in the current city zoning. Mr. Railsback requested that the Planning Board and City Commission carefully set lasting and management precedent in expectations for this type of development in their decision-making process for this submittal as well as future submittals. Mr. Railsback stated that he has a significant vested interest in his home and neighborhood and feels that the Planning Board should recommend the elimination of both buildings 8 and 9 as they tower over Indian Springs just as the Granada Bridge does just outside the City Commissions home here at 22 S. Beach Street. He concluded that building 9 will be the most significantly visible building to the community of Indian Springs.

Dr. Richard Weiss, 12 Moss Point Drive, spoke to the request of expanding the Tymber Creek Apartment project from 10 units per acre to 18 units per acre, allowing for an 80 percent increase in the population density and allowing for a similar increase in the total number of residents. He continued that the land was zoned for 10 units per acre and building more would require an exception to the current zoning and will result in a major impact on the residents of the area. Dr. Weiss explained his objections beginning with what he says he has seen with the emergency rooms filled, at times unavailable hospital beds, and less access to physicians in a timely manner and the difficulty and inconvenience of that, resulting in what he calls 'life-threatening'. Dr. Weiss expressed importance on making sure that growth and the

population is accompanied by growth in the medical community as well. He pleaded to the Board not to increase the number of residents in the area without an adequate infrastructure as it is not safe. Dr. Weiss commented that most of the residents moved to the area to live in a small community to avoid the high population densities of the larger cities. He added that bringing in large number of new residents in Ormond Beach will undermine that and is supported primarily by the few who will make profit and generally opposed by the vast majority who want to live in a more open space.

Dr. Weiss added that the animals cannot speak for themselves although gifting us with their presence. He commented that he does not see deer, turkey, turtles and the myriad of other species in the large cities and urges to avoid allowing it to become their legacy. He remarked that the argument that the additional units, residents and traffic will not impact the citizens of Ormond Beach is naïve and misleading and stated that the additional automobiles, owners and renters will have unlimited consequences for the residents and spoke on the beach, roads and house erosions during storms. Dr. Weiss concluded that growth needs to be managed responsibly.

Mr. Mike Lambert, 20 Moss Point Drive, stated he has lived on Moss Pointe Drive for thirty-two years and has lived in the community of Ormond Beach his whole life, expressing to the Board that he did want them to grant the amendment. He spoke on the growth and changes over the years in the city and on the beach. In high school he was a lifeguard and surfer when he says at that time suntan oil was made locally in a bathtub and people were encouraged to go out in the sun for looks and health. Mr. Lambert exhibited his tenth nose skin cancer surgery from heeding and accepting the advice given. Mr. Lambert spoke on the Planning Boards positions and noted that their time on it is temporary although their decisions are permanent, adding his hopes for them making the right decisions. He added that the community's quality of life in the area of Moss Point, Indian Creek and Tymber Creek would change with the proposed development. Mr. Lambert stated that the traffic on Tymber Creek Road is already horrific and does not want the community further altered.

Mr. John Dietz, 10 Moss Point Drive, expressed understanding that something is going be developed on the land and how the developer has the right to build apartments. He added that he wants the developer, Planning Board, City Commission, as well as the neighborhood to be successful, but has concerns with traffic. Mr. Dietz showed the Board a traffic exhibit photograph taken Tuesday, December 6, 2022, at 7:40 a.m. He stated that he was unable to get out of the neighborhood and captured the photographs from the median. He explained that the traffic backs up southbound on Tymber Creek Road to the traffic light, filling up the double-turn lane, backing up traffic back to Breakaway Trails into the Tymber Creek development traffic light. Mr. Dietz relayed information that he heard that a new turn lane will be put on Tymber Creek on the west side to help southbound traffic. He said that drivers are impatient in the morning and speed down past the line and dive into the turn lane, suggesting an accident will occur. Mr. Dietz also mentioned that they have issues with U-turns and asked for a no U-turn sign to be placed at the intersection of Moss Pointe and Tymber Creek. He added that he understands the need for an emergency exit gate and urged to leave it locked unless there is an emergency and asked for the Board not to increase the density per the acreage guidelines.

Ms. Marian Marrese, 6 Moss Point Drive, questioned if the development would improve the welfare of the current citizens or improve the environment. She stated that she has lived in Moss Point for 32 years and commented that the road was

widened due to the people and traffic. She remarked on the numerous apartment units going in on Williamson Boulevard, from Granada Boulevard to LPGA, and how Avalon Park will be going in near Moss Point, and pleaded that the Board look out for the citizens of Ormond Beach. Ms. Marrese expressed concern with increasing the density for the proposed project.

Mr. Gary Von Glinow, 39 Indian Spring Drive, commented that he and his wife are right behind the proposed building #8 and remarked that their house is the most severely impacted by the 300-unit Tymber Creek Apartment project and buildings 8 and 9. He explained additional compatibility issues between the proposed project and Indian Springs. Buildings 8 and 9 are 45 feet tall sitting on ground much higher than Indian Springs. Building #8 looks directly down onto their pool, pool house, lanai and bedroom window. He continued that the trees occupying the land for buildings 8 and 9 and the proposed road in front of them will be removed, offering more unobstructed site lines, sounds, etc. Building #9 faces the north side of their home and can be seen from at least five other houses in Indian Springs. Mr. Von Glinow credited Mr. McMillan and his team for meeting with residents and offering field tests and solutions where possible, including rotating building #8, mitigating the compatibility concerns. Mr. Von Glinow referenced his August 11, 2022 e-mail to staff that was included in the Board staff report and suggested that whatever solutions are proposed to mitigate compatibility be field-tested by the rotation and staked positions of building #8. The field-test observation led Indian Springs residents that were present at the meeting with Mr. Garrison three weeks ago, to conclude that buildings 8 and 9 are not and cannot become compatible with Indian Springs. Mr. Von Glinow expressed his support for the project in general but expressed concern with the capability and other HOA requests in which he supports.

Mr. Michael Gentry, 10 Indian Springs Drive, referenced meetings held with the developer, Mr. Newkirk and city staff and remarked that prior to the meeting today, that he was not aware of everything in the submission proposal. He was not aware that the developer was proposing to rotate building #8. Mr. Gentry stated that if you are on the property area of the woods and walk the area of the buildings, you are able to see two houses today. He asked if citizens have rights to review the staff comments and understand what is being communicated. He referenced meetings that go on regarding the happenings of the proposal and suggested that the item be tabled until there is another neighborhood meeting with the developer, city staff, the attorney and engineer to understand the proposal for final approval.

Mr. Watts addressed the comments that were raised. In summary, he confirmed that upon resubmittal, the changes for the proposed project were included in the report posted on the City of Ormond Beach website and sent to those involved. Mr. Watts referenced the staff report where it outlines goals met by the applicant including keeping pace with demands of the housing element and future land use element to provide multi-family as a component of the growth in the City of Ormond Beach. He commented that college graduates have to have opportunity to come back into the community that they are from by offering diversified housing to be productive citizens of Ormond Beach. Mr. Watts reiterated the benefits and changes that the proposal has gone through and concluded that more intense uses can go in the subject area and asked for support of the application.

Additional Audience Comments

Chairman Thomas opened the public hearing back up for audience comments.

Mr. Troy Railsback, 27 Indian Springs Drive, requested that building #9 be eliminated or shifted as part of the consideration if it does not get eliminated. If building #8 is gone, there is area to shift building #9 to minimize its visual impacts to Indian Springs. He added that when looking through the property lines, at the site line at the end of the cul-de-sac, there are properties that are wide open, that will see the development and that will be as significant as the Granada Bridge is outside of the City Hall Chambers windows.

Mr. Watts replied that they prefer to keep the extra building because density is important for the financial aspects, but are happy to continue meeting with the Indian Springs neighborhood to work on relocating the additional building, the new building #8, and to reduce impacts.

Planning Board discussion

Chairman Thomas opened it up to the Board for discussion.

Mr. Galloway remarked that the State of Florida is growing by at least 1,000 people a day and spoke on his support property rights. He prefers elevator access over stairs but does not have a problem with apartments. Mr. Galloway advised that he will not support the proposal because of the density standpoint at the number of units requested. He warned homeowners to be careful of what could be built on the property based on the current zoning. Mr. Galloway urged to try and work something out with the existing applicant to make it better for all.

Mr. Jorczak recognized the need of diversified housing and touched on the recent recommendation on North U.S. Highway 1 for townhome construction near the Interstate 95 interchange and Plantation Oaks development, and expressed the positive development pattern in comparison to surrounding communities, credit of City Commission, staff and advisory groups. Mr. Jorczak commented on how the developer has gone above and beyond in attempting to mitigate the issues with respect to the borders and visibility issues and zoning setbacks. He added that the builder has the right to develop within the existing parameters of the density. Mr. Jorczak concurred with Mr. Galloway in not being able to support the proposal to increase the allowable density, knowing the growth that is to come out of the area to the west with the Avalon Park development.

Ms. Shull asked what zoning the property would be classified as if denied and what those zoning restrictions would be. Mr. Spraker answered likely the B-1, Professional Office-Hospital zoning district. This would allow for uses such as Office, Retail, Hospital, Multi-Family (10 units per acre), and added that the analysis had not been done as of yet. He remarked that the Planning Board would have the opportunity to discuss and decide on that matter as well. All of the possible zoning categories allow multi-family and retail uses. Mr. Spraker reiterated that there are other more intensive uses that are allowed on the property by right. Ms. Shull expressed her concern with traffic issues, knowing the area well, but does like the project itself.

Mr. Scudiero concurred with the Board and expressed the same concerns.

Chairman Thomas explained that 136 additional units are being asked for, which is among the many reasons, including traffic, of why he cannot support it. Chairman Thomas delivered reassurance that the Board is not against the apartments in general.

Board discussion ensued regarding the two schools in close proximity and a third on its way being the source of the traffic congestion.

Chairman Thomas entertained a motion.

Mr. Scudiero motioned to deny PBD 2022-008(A) – Zoning Map amendment, Tymber Creek Apartments, 2011 West Granada Boulevard and North Tymber Creek Road. Mr. Galloway seconded it. Vote was called, and the motion was approved (5-0).

B. PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 North Tymber Creek Road

Chairman Thomas concurred and entertained a motion.

Mr. Jorczak motioned to deny PBD 2022-008(B) – Issuance of a Development Order, Tymber Creek Apartments, 2011 West Granada Boulevard and 36 Tymber Creek Road. Ms. Shull seconded it. Vote was called, and the motion was approved (5-0).

Chairman Thomas called for a five (5) minute recess.

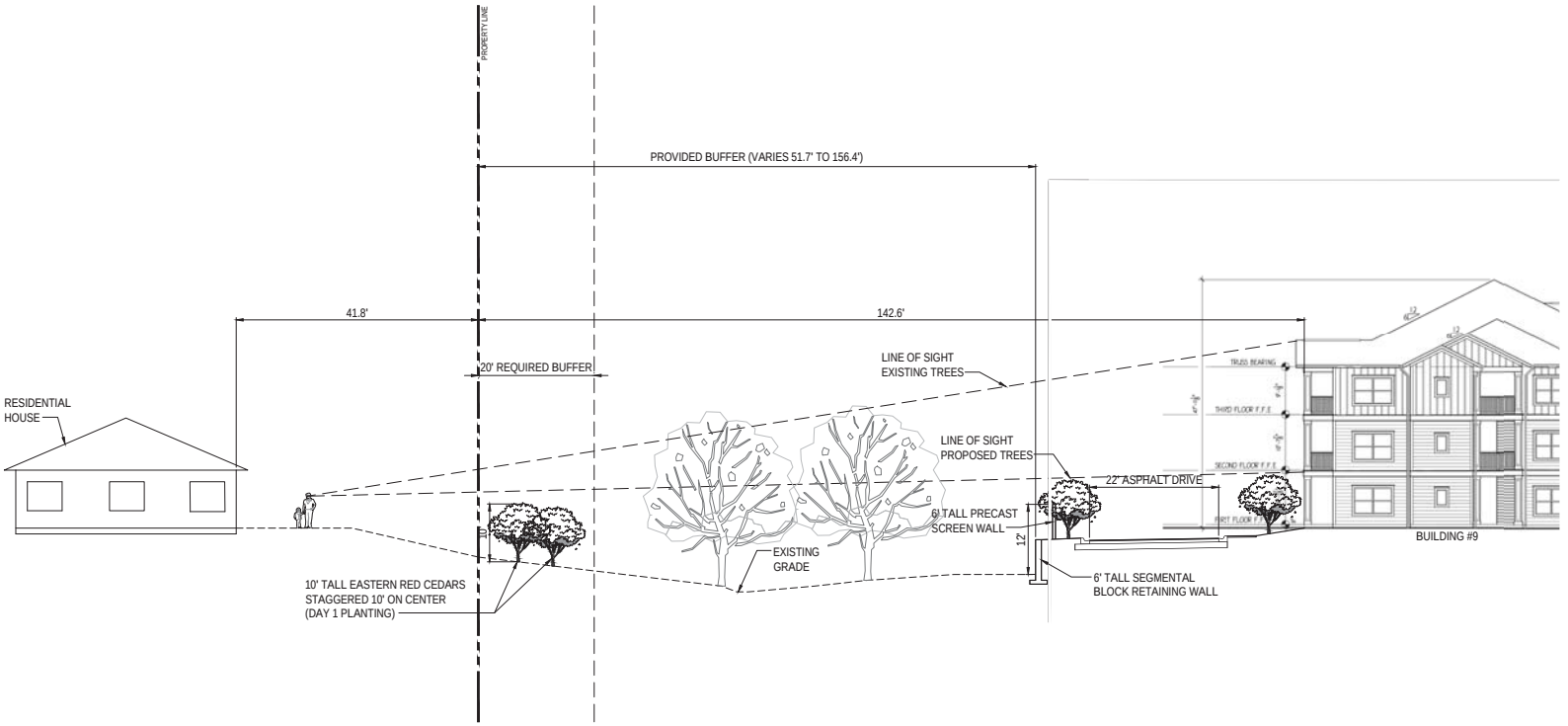
C. PBD 2022-092 – Planned Business Development, Development Order Amendment, Ormond Central Self-Storage, 1 South Old Kings Road, 760 West Granada Boulevard, no address (Volusia County parcel number: 4241-01-11-0130), and no address (Volusia County parcel number: 4241-01-11-0120)

Mr. Steven Spraker, Planning Director, explained the request submitted by the property owner, Ormond Central Investors, LLC, for a Planned Business Development amendment (PBD) which seeks to allow two amendments; (1) a three-story indoor self-storage use with a building of 106, 140 square feet and associated site improvements as an allowed use within the Ormond Central property, and two (2) to amend the allowed Floor Area Ratio (FAR) from 55,000 square feet to 131,140 square feet for the entire Ormond Central Property. The subject property is approximately 8.73 acres. Mr. Spraker stated that it already has a Planned Development zoning and has gone through SPRC, two neighborhood meetings, and now goes through the Planning Board with the recommendation going on to City Commission. The land use is Residential/Office Retail with a zoning of Planned Business Development (PBD). Mr. Spraker added that in 2017 there was a PBD that approved a master planned development including a spine road and a master storm water system including four lots for development. The development order included the B-9 uses and retail, pharmacy, bowling center and restaurant types with detailed conditions of no truck traffic on Old Kings Road. The 75-foot building height was brought down to 45 feet and established a Floor Area Ratio (FAR) for a maximum of 55,000 square feet. Mr. Spraker stated that the project is underway for the infrastructure improvements currently with the spine road, stormwater pond, and now getting the lots ready for the infrastructure.

Mr. Spraker stated that the landscape plan has been upgraded as a result of the neighborhood meeting. Regarding traffic, it was advised that the original development order approved a 24,000-square-foot retail building in unit 1, the traffic study allowed 2,700 daily average trips, and when taking the passerby and internal capture, leaves 1,777 average new daily trips. He added that the project civil engineer provided a trip generation of 265 trips which is an 85 percent reduction based on the self-storage use.

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture

LINE OF SIGHT EXHIBIT - DAY 1
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-1

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
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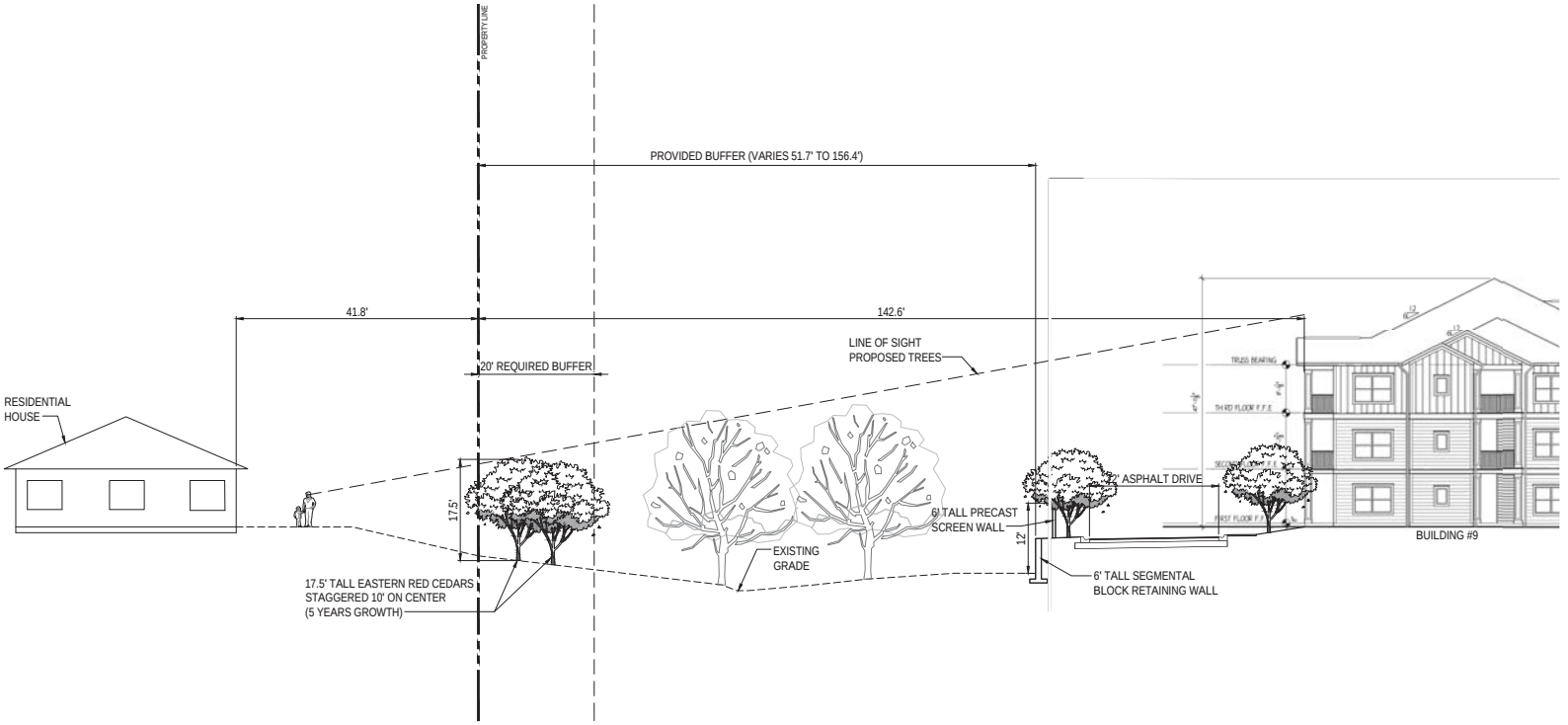

REVISIONS

DATE	DESCRIPTION

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Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
L.C. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

LINE OF SIGHT EXHIBIT - 5 YEARS

TYMBER CREEK APARTMENTS

2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

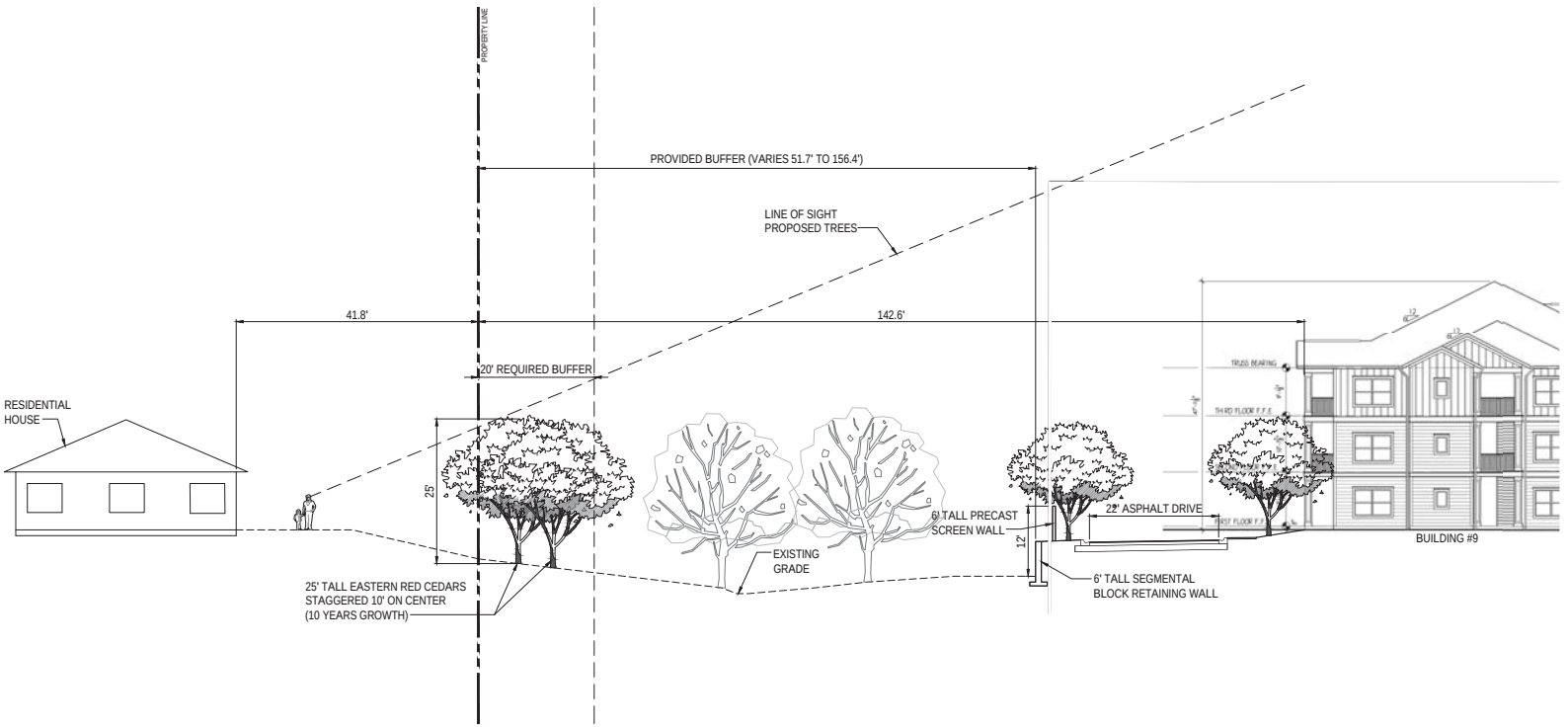
PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-2

WEST BUFFER CALCULATIONS:

REQUIRED WIDTH	= 20 FEET
REQUIRED AREA	= 18,580 SF (0.43 ACRES)
PROVIDED WIDTH	= 51.7 FEET - 156.4 FEET
PROVIDED AREA	= 104,543 SF (2.40 ACRES)



REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.NewkirkEngineering.com
C.A. # 30209
LC. # 26001084
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

LINE OF SIGHT EXHIBIT - 10 YEARS
TYMBER CREEK APARTMENTS
2011 W GRANADA BOULEVARD
ORMOND BEACH, FL 32174

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HARRY H. NEWKIRK LICENSED NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2020-06
DATE:	NOVEMBER 2021
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 10'

DRAWING NUMBER

EX-3

From: Lucille Goggi
To: Spraker, Steven
Subject: Tymber Creek Apartments
Date: Thursday, December 1, 2022 11:32:58 AM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Anyone who lives in this area realizes adding more density to vacant land is a huge mistake. Traffic in the area has increased drastically already. All the building in nearby Daytona is going to make it worse. Then throw in Avalon Park for a stand still Granada Blvd.

Because of the clear cutting of land, our environment is declining. Trees provide us with needed cleaning of our air and so much more. Where are the poor animals going to live?

So, why does our area need this apartment complex? It does NOT fit our area. All the homes around here are single family. Why can't that be considered instead of hordes of apartments? That would minimize impact. Where are the trees to absorb the rain and prevent flooding? Where will the animals live to keep nature in balance?

And when is Volusia County going to become concerned about the environment instead of more money in the coffers. We need more green space, not less. We voted for more Green Space.

Seems like no one cares about destroying Ormond Beach. Please DO NOT approve this project.

Thank you for reading my concerns.

Lucille Goggi
Breakaway Trails

Sent from my T-Mobile 5G Device
Get Outlook for Android

From: Cheray Cooney
To: Spraker, Steven
Subject: FOR PLANNING BOARD - TYMBER CREEK APARTMENTS
Date: Sunday, December 4, 2022 7:11:08 PM

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

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To Whom it may concern
Being a resident of Ormond Beach for over thirty years I am disheartened by all the development that has been allowed in our community.
Now someone is wanting to build apartments in an area that is all homes?? WHY!!??
That area does NOT need 300 hundred more cars in and out on Tymber Creek and SR40. To me that is ridiculous. Please take into consideration the impact that building apartments in this area will have on the value of the homes in the area. I do NOT believe that this is in the best interest of our community.
Building these apartments is a very bad idea. If it were up to me to put my vote in it would definitely be NO!!
Thank You
Cheray Eckersen-Cooney
Sent from Mail for Windows

From: Beth Putnam
To: Spraker, Steven
Subject: For planning board
Date: Sunday, December 4, 2022 9:53:53 AM

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

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I am totally against the building of apartments at the timber Creek project. The resident density and increased traffic is unreasonable for our area, not to mention the strain on our water supplies and infrastructure. I urge the board to turn this project down.
Beth Putnam, 83 Dix Avenue, ormond beach

Sent from my iPhone

From: Joanne Garnett
To: Spraker, Steven
Subject: 101 Fiesta Drive, Small-Scale Land Use Map Amendment and Zone Change Request
Date: Wednesday, December 7, 2022 1:14:04 PM

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

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Hello, Steven -

I'm a fairly new resident of Fiesta Heights, having moved to 111 Pinion Circle two years ago. I became aware of the land use and zone change request for 101 Fiesta Drive when my neighbor notified me about it a few days ago, and today I read over the staff reports and applications and walked to the property to do an onsite visit.

First off, thank you for the very thorough and thoughtful research regarding both requests. You presented both sides of the equation quite well and I appreciated that. Because I'm relatively new to the area, I don't have the institutional memory that many of my neighbors have about this subdivision and the adjoining office building. At the same time I do have some concerns which are largely based on my understanding that zone changes cannot be approved with conditions. In other words, even though the applicant is proposing that 101 Fiesta Drive be used for a parking lot, they could still be entitled to all the uses allowed in the proposed B-1 rezoning category. They are certainly stating that they only intend to construct a parking lot on the site, but are there any legally mandated guarantees that would preclude another office building from being constructed on the property in the future?

Aside from the potential for the rezoning to open up the lot to other uses in the B-1 zoning district, my concerns focus on the proposed parking lot's access, lighting, landscaping, and drainage. I am very glad to see that there would be a required neighborhood meeting and Site Plan Committee review before any lot development can occur, assuming the requests are approved. There is definitely a need for conversations among all parties before this moves forward: residents, Site Plan Committee, and the applicant. I would ask that these items be addressed:

Access: Looking at the site plan, it does not appear that the proposed parking lot will have access to Fiesta Drive. This must be confirmed, because we live in a residential neighborhood that is 100 percent built out. That corner does not need additional traffic on it that is not related to the subdivision itself.

Lighting: This is a critical issue, because no one wants parking lot lights shining into their windows at all hours of the night. Plans for lighting, if any, needs to be worked out with adjoining neighbors.

Landscaping: The site plan proposes several trees, vegetation, and fencing. This should help decrease vehicle noise to nearby residents. How are they enforced, and is there a timeline for their completion? Is there a requirement for the type of fencing that would be constructed to separate the parking lot from adjoining residential land uses?

Drainage: With the amount of storms and rain this area experiences, how will drainage be managed since the lot will be largely paved?

To sum up, this is a well established neighborhood that has been in existence since 1960 and upward (my house was built in 1978, which I believe was the last filing timeframe for the subdivision). The existing residential land use has been in place since before The Trails was developed, other area commercial development occurred, and perhaps before the office building at 801 West Granada was constructed. There is considerable concern that the proposed map amendment and zone change will have negative impacts on the residential subdivision due to further encroachment of nonresidential uses into the neighborhood. This must be carefully considered as part of the Planning Board and City Council discussions. If the requests are approved, there must be protections in place for the adjoining homes so that this subdivision continues to have the feel and character of a residential community.

Thank you for your consideration.

Joanne Garnett, FAICP
111 Pinion Circle
Ormond Beach 32174

From: Maria Lewis
To: Spraker, Steven
Subject: Proposed Tymber Creek Apartment Complex
Date: Thursday, December 8, 2022 12:45:16 PM

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

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Spraker

I am writing to you to have my thoughts shared with the members of the Planning Board regarding the proposed apartment complex.

My husband and I grew up in the Coral Gables/Coconut Grove area of Miami, Fl. In the mid-80's we watched the area boom and also become the home of the "cocaine cowboys". As a real estate broker there, our clients were no longer the move up or downsize for retirement in the area....no they were the sell and move out clients. After researching different areas of the state, we chose Ormond Beach as our home to relocate to, start our business over and raise our 2 sons, 3 and 5, at the time. This area reminded us of the community minded area we had grown up in.

The proposed development into a 300 unit apartment complex behind Walgreens will essentially change that quality of life for many residents on the west side of Ormond Beach. With rents being on the unaffordable side, you have the potential of 4 adults living in a 2 bedroom unit creating the potential for not just 600 additional cars on the road but much more than that. impacting Tymber Creek Road, Airport Road and SR 40. You have the potential of overcrowding Pathways Elementary which already has a student:teacher ratio of 14:1. Yes, that is higher than the state average of 17:1 but remember Miami, Orlando, Ft Lauderdale, Jacksonville & Tampa are included and they are densely populated cities. I do not believe the residents of Ormond Beach want to become another Orlando or Miami.

What about our infracstructure impact? What about the additional services that will be needed?

This proposal may be for the highest use of this property but it is not the best use. We are sorely lacking in a nice Trails North Forty or South Forty style of home here ....I understand the property is currently zoned for a much lower density.....let's stick with that!

Thank you for your time.

Sincerely,

Maria Lewis

Maria Lewis
REALTOR/Broker-Associate

Re/Max Hall of Fame
Certified Residential Specialist (CRS)
Certified Luxury Home Marketing Specialist (CLHMS)
Seniors Real Estate Specialist (SRES)

Direct: 386.295.5898

#Your *Family* REALTOR

www.MariaLewis.com

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 8014424 **Parcel ID: 412500000243**
VCP ORMOND BEACH II LLC **2011 W GRANADA BLVD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	8014424
Parcel ID:	412500000243
Township-Range-Section:	14 - 31 - 25
Subdivision-Block-Lot:	00 - 00 - 0243
Owner(s):	VCP ORMOND BEACH II LLC - FS - Fee Simple - 100%
Mailing Address On File:	2120 S HWY A1A VERO BEACH FL 32963
Physical Address:	2011 W GRANADA BLVD, ORMOND BEACH 32174
Property Use:	1000 - VACANT COMM
Tax District:	201-ORMOND BEACH
2022 Final Millage Rate:	16.3855
Neighborhood:	7276
Business Name:	
Subdivision Name:	
Homestead Property:	No

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$943,554	$943,554	$0	$943,554	1.5000	$1,415.33
0012	DISCRETIONARY	$943,554	$943,554	$0	$943,554	0.7480	$705.78
0011	REQ LOCAL EFFORT	$943,554	$943,554	$0	$943,554	3.2340	$3,051.45
0050	GENERAL FUND	$943,554	$943,554	$0	$943,554	4.8499	$4,576.14
0055	LIBRARY	$943,554	$943,554	$0	$943,554	0.4635	$437.34
0520	MOSQUITO CONTROL	$943,554	$943,554	$0	$943,554	0.1781	$168.05
0530	PONCE INLET PORT AUTHORITY	$943,554	$943,554	$0	$943,554	0.0760	$71.71
0058	VOLUSIA ECHO	$943,554	$943,554	$0	$943,554	0.2000	$188.71
0057	VOLUSIA FOREVER	$943,554	$943,554	$0	$943,554	0.2000	$188.71
0065	FLORIDA INLAND NAVIGATION DISTRICT	$943,554	$943,554	$0	$943,554	0.0320	$30.19
0100	HALIFAX HOSPITAL AUTHORITY	$943,554	$943,554	$0	$943,554	0.8606	$812.02
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$943,554	$943,554	$0	$943,554	0.1974	$186.26
0180	ORMOND BEACH	$943,554	$943,554	$0	$943,554	3.7610	$3,548.71
0182	ORMOND BEACH I&S 2003	$943,554	$943,554	$0	$943,554	0.0050	$4.72
0184	ORMOND BEACH I&S 2010	$943,554	$943,554	$0	$943,554	0.0800	$75.48
						16.3855	$15,460.60

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$15,460.60
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$15,460.60**
Estimated Tax Amount without SOH:	$15,460.60

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$943,554	$0	$943,554	$943,554	$0	$943,554	$0
2021	$513,099	$0	$513,099	$513,099	$0	$513,099	$0

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1000-VACANT COMMERCIAL	SQUARE FEET			576216			6.55	$943,554

Total Land Value: $943,554

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
8262 / 3977	2022131256	10/27/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$1,769,900
8147 / 3202	2021263079	10/27/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$100
8075 / 0253	2021153256	06/28/2021	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$100
8075 / 0248	2021153255	06/28/2021	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$100
8075 / 0243	2021153254	06/28/2021	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$4,013,000
8075 / 0233	2021153252	06/28/2021	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$100
8075 / 0228	2021153251	06/28/2021	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$100

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
4662324	1140 W GRANADA BLVD	ORMOND BEACH	7700-CLB/LDG/UN HALL	7276	11/18/2021	$1,400,000
3062761	1211 W GRANADA BLVD	ORMOND BEACH	1000-VACANT COMM	7276	08/13/2021	$1,345,000

Property Description

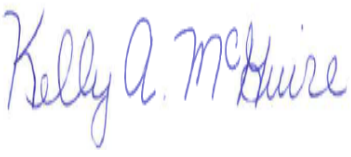
NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

25 14 31 IRREG PARCEL IN SW 1/4 OF SW 1/4 W OF TIMBER CREEK RD & N OF SR 40 EXC NEW R/W FOR TYMBER CREEK RD AS DESCRIBED IN OR 8075 PG 0228 PER OR 8075 PG 233 OR 8075 PG 0243 OR 8075 PG 0248 PER OR 8147 PG 3202 PER OR 8262 PG 3977

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 8.C
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-21
Strategic Goal:	Community Development - Other		
Department :	Planning & Building		
Subject:	1755 North U.S. Highway 1, Annexation		
Budget Impact:	There is no budget impact associated with the requested annexation.		
Summary:	This is a voluntary request for an annexation submitted by the property owner, Wayne's Solar, Inc., for approximately 3.06 acres located at 1755 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 ISBA.		
Recommended Action:	It is recommended that the City Commission approve the annexation of approximately 3.06 acres located at 1755 North U.S. Highway 1, based on the following: 1. The property is within the Interlocal Service Boundary Agreement area; 2. The subject property is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area; 3. There is adequate city infrastructure to serve the subject property; 4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 5. The subject property is contiguous to the city limits along the north and west property boundaries.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director 3/20/2023



Claire Whitley, Assistant City Manager	3/31/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Steven Spraker, Planning Director

Date: April 18, 2023

Subject: 1755 North U.S. Highway 1, Annexation

Commission Goal: Community Development - Other

Introduction

This is a voluntary request for an annexation submitted by the property owner, Wayne's Solar, Inc., for approximately 3.06 acres located at 1755 North U.S. Highway 1. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).

Background

The property has an existing city land use of "Low Intensity Commercial" and a city zoning designation of B-7, Highway Tourist Commercial. The subject property is within the North U.S. Highway 1 ISBA. The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to:

- Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments;
- Reduce intergovernmental conflicts and litigation between local governments;
- Promotes sensible boundaries that reduce the costs of local governments,
- Avoid duplicating local services,
- Increase political transparency and accountability; and
- Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

The City Commission adopted the original North US 1 ISBA on August 19, 2014, per Ordinance No. 2014-27. Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to eight (8) units per acre and a maximum floor area ration of 0.50 for retail uses and 0.55 for all

other non-residential uses. Ordinance 2015-13 established the city zoning designations for properties within the ISBA and was approved on April 7, 2015.

Discussion

The property at 1755 North U.S. Highway 1 is contiguous to the city on the northern and western property boundaries. In addition, the property is within the ISBA, which allows annexation whether or not the property was contiguous to the city boundaries. There is an existing force main and water line on the west side of U.S. Highway 1 to serve the property.

Budget Impact

There is no budget impact associated with the requested annexation.

Citizen Impact

There is no citizen impact anticipated with this annexation because the property is already within the Interlocal Service Boundary Agreement with city land use and zoning. Future development would undergo a site plan process with review by the Site Plan Review Committee.

Recommendation

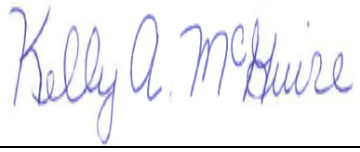
It is recommended that the City Commission approve the annexation of approximately 3.06 acres located at 1755 North U.S. Highway 1, based on the following:

1. The property is within the Interlocal Service Boundary Agreement area;
2. The subject property is located in unincorporated Volusia County and is not being served by utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area;
3. There is adequate city infrastructure to serve the subject property;
4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and
5. The subject property is contiguous to the city limits along the north and west property boundaries.

Attachments:

1. 23-21 Annexation - 1755 N US HWY 1 (P23-0059G)
2. Exhibit A, legal description, 1755 N US HWY 1
3. Exhibit B, Application

Approvals:



Kelly McGuire, Finance Director

Date: March 20, 2023



Claire Whitley, Assistant City Manager

Date: March 31, 2023



Joyce Shanahan, City Manager

Date: April 12, 2023

ORDINANCE NO. 2023-21

AN ORDINANCE ANNEXING ONE PARCEL OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1755 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 3126-00-00-0150; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Wayne's Solar, Inc., a Florida For Profit Corporation, is the owner of a parcel of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit "A", attached hereto and incorporated herein by reference, (the "Property"); and

WHEREAS, the Property to be annexed consists of approximately 3.06 acres (Parcel ID No. 3126-00-00-0150) and is located at 1755 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, Wayne's Solar, Inc., a Florida For Profit Corporation, has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement ("ISBA") with the County of Volusia on August 19, 2014, effective August 28, 2014,

(Recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement ("ISBA") with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement ("ISBA") with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes,* and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City's *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City's boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991; and

WHEREAS, the requirements of Section 171.044, *Florida Statutes,* and the ISBA have been satisfactorily met; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

(a) The annexation petition attached hereto as Exhibit "B" bears the signature of the owner of the Property to be annexed at the time the petition was submitted to the City;

(b) Wayne's Solar, Inc., a Florida For Profit Corporation, is the owner of the Property listed in Exhibit "A" attached hereto;

(c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), Florida Statutes, and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);

(d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the property;

(e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of

the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and

(f) The Property is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

SECTION THREE. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

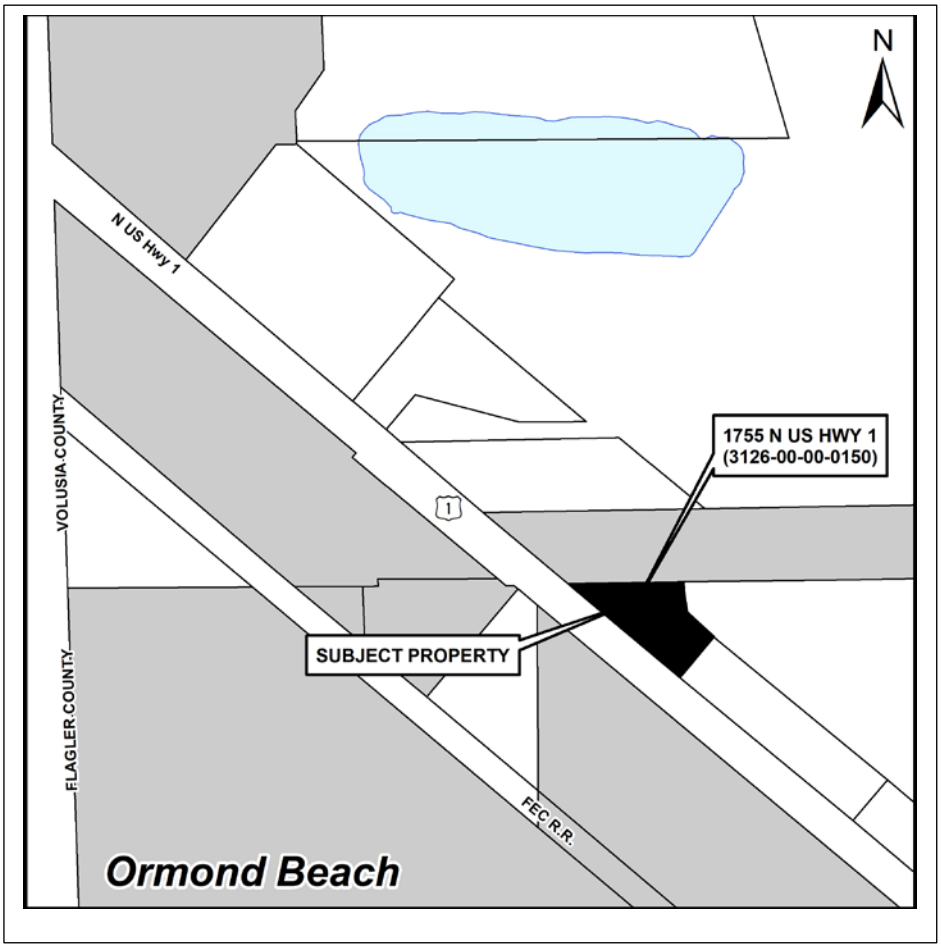
_____
SUSAN CARROLL DAUDERIS
City Clerk

Legal Description
from Book 8101, Page 299

THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3836 AT PAGE 3526 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:
THAT PORTION OF THE SOUTH ONE-HALF OF SECTION 26, AS IS SITUATED NORTHEASTERLY OF U.S. HIGHWAY 1, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTERLINE OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING LOCATED A DISTANCE OF 2651.18 FT. S 01°10'30" E, FROM THE QUARTER-CORNER ON THE NORTH LINE OF SAID SECTION 26; RUN THENCE N 89°40' E, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SECTION 26, A DISTANCE OF 86.39 FT. TO A POINT THEREIN; THENCE S 1°10'30" E. PARALLEL TO THE SAID CENTER-LINE OF SECTION 26, A DISTANCE OF 110.12 FT. TO A POINT ; THENCE S 49°55' E. AND PARALLEL TO THE 160 FT. RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS THE SAME IS NOW OCCUPIED AND RECOGNIZED, A DISTANCE OF 176.45 FT. TO A POINT; THENCE S 40°05' W, A DISTANCE OF 238 FT. TO A POINT IN THE NORTHEASTERLY LINE OF SAID U.S. HIGHWAY #1; THENCE N 49°55' W, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 626.31 FT. TO A POINT BEING AT THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 26; THENCE N 89°40' E, ALONG SAID NORTH LINE, A DISTANCE OF 408.79 FT. TO THE POINT OF BEGINNING THE DESCRIBED TRACT.

LESS AND EXCEPT THAT PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 3974, PAGE 2773, OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST. SAID POINT BEING THE INTERSECTION OF SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY # 1, A 125 FOOT WIDE RIGHT OF WAY AS NOW LAID OUT, HAVING 75 FEET OF SAID RIGHT OF WAY ON THE EASTERLY SIDE OF THE CENTERLINE OF SAID HIGHWAY PAVING; THENCE N40'05'E, A DISTANCE OF 273 FEET TO THE CENTERLINE OF AN IRRIGATION DITCH, SAID DITCH BEING APPROXIMATELY 15 FEET IN WIDTH; THENCE S49°55'E ALONG THE CENTERLINE OF AFORESAID DITCH, A DISTANCE OF 1000 FEET; THENCE S40°05'W A DISTANCE OF 273 FEET TO A POINT IN EASTERLY RIGHT OF WAY LINE OF AFORESAID U.S. HIGHWAY #1; THENCE N49°55'W A DISTANCE OF 1000 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE WESTERLY 35 FEET THEREOF, USED TO WIDEN U.S. HIGHWAY #1.

Location map



APPLICANT: Wayne's Solar, Inc.
OWNER: Wayne's Solar, Inc.
ADDRESS: 1775 North U.S. Highway 1
PARCEL ID# 3126-00-00-0150

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:*	ANNEXATION, Comprehisive PLAN, SMALL AREA, REG. AMENDMENT, ZONING MAP UNDER 10 ACRES, I-1 LIGHT INDUSTRIAL *Complete fee sheet (page 3)		
Project Name:	WAYNE'S SOLAR		
Project Address:	1755 US 1 NORTH		
Volusia County parcel number(s):	3126-00-00-0150 [O.R. BK. 5072, PAGE 3342], O.R. 8101, PG 299		
Description:	Warehouse, Business & Warehouse, Storage		
Pre-application date:		Pre-application waiver granted:	

PROJECT COORDINATOR

Name:	Richard L Hardy, The Hardy Group, Inc
Address:	975 S Ponce de Leon Blvd
City, State, Zip code:	St. Augustine, FL 32084
Telephone:	904 501 0200
E-mail:	rlhardy@thehardygroup.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:	Wayne Phillips, Waynes Solar		
Address:	357 Andrews St		
City, State, Zip code:	Ormond Beach, FL 32174		
Telephone:	386 871 4922		
E-mail:	wayne@waynesolar.com		

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:	Aaron Kent	E-mail:	AARON @ WAYNESOLAR. COM
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 21st day of February, 2023, by Wayne A. Phillips as President (title*) for Wayne's Solar, Inc. (name of corporation*), who ( ) provided _____ as identification, or (✓) who is personally known to me.

AARON M. KENT
Commission # GG 982006
Expires April 27, 2024
Bonded Thru Budget Notary Services

_____
Notary Public, State of Florida
My Commission Expires: 4-27-24

* 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:		

THE HARDY GROUP
Design & Building Contractors
Construction Management

Owner's Authorization

Wayne's Solar

357 Andrews St.
Ormond Beach, FL 32174

Is Requesting:

Annexation & land use & zoning map amendment to "light Industrial /Utilities and I-1 Light Industrial, RE: 1755 US 1 North, Ormond Beach, FL

THE HARDY GROUP, INC & RICHARD L HARDY are authorized to act on behalf of WAYNE'S SOLAR & WAYNE PHILLIPS the Owner[s] of those lands described herein and within the application.
I hereby certify that the information is true & correct to the best of my knowledge.

Signature _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledge before me this 21st day of February, 2023, by Wayne A. Phillips as President [title] for Wayne's Solar, Inc. [name of corporation], who [ ] provided _____, as identification , or [√] who is personally known to me.

_____
Notary Public, State of Florida
My Commission Expires 4-27-24

AARON M. KENT
Commission # GG 982006
Expires April 27, 2024
Bonded Thru Budget Notary Services

LEGAL DESCRIPTION (O.R. 8101, PG. 299)

THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 3836 AT PAGE 3526 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

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BEGINNING AT A POINT IN THE CENTER-LINE OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, SAID POINT BEING LOCATED A DISTANCE OF 2651.18 FT. S 01°10'30" E, FROM THE QUARTER-CORNER ON THE NORTH LINE OF SAID SECTION 26; RUN THENCE N 89°40' E, ALONG THE NORTH LINE OF SAID SOUTH ONE-HALF OF SECTION 26, A DISTANCE OF 86.39 FT. TO A POINT THEREIN; THENCE S 1°10'30" E. PARALLEL TO THE SAID CENTER-LINE OF SECTION 26, A DISTANCE OF 110.12 FT. TO A POINT ; THENCE S 49°55' E, AND PARALLEL TO THE 160 FT. RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS THE SAME IS NOW OCCUPIED AND RECOGNIZED, A DISTANCE OF 176.45 FT. TO A POINT; THENCE S 40°05' W, A DISTANCE OF 238 FT. TO A POINT IN THE NORTHEASTERLY LINE OF SAID U.S. HIGHWAY #1; THENCE N 49°55' W, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 626.31 FT. TO A POINT BEING AT THE INTERSECTION WITH THE AFORESAID NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 26; THENCE N 89° 40' E, ALONG SAID NORTH LINE, A DISTANCE OF 408.79 FT. TO THE POINT OF BEGINNING THE DESCRIBED TRACT.

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Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 8.D
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-22
Strategic Goal:	Community Development - Other		
Department :	Planning & Building		
Subject:	475 North Tymber Creek Road, The Enclave, Zoning Map Amendment		
Budget Impact:	There is no budget impact as the result of this zoning map amendment.		
Summary:	This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26± acre parcel from PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road.		
Recommended Action:	It is recommended to approve the zoning map amendment for a 26± acre parcel from PRD, to SR, Suburban Residential, at 475 North Tymber Creek Road. The Planning Board recommended approval with a 7-0 vote at its March 9, 2023 meeting.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	3/20/2023	
Claire Whitley, Assistant City Manager	3/31/2023	
Joyce Shanahan, City Manager	4/12/2023	

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: Steven Spraker, Planning Director

Date: April 18, 2023

Subject: 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

Commission Goal: Community Development - Other

Introduction

This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26+ acre parcel from PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road.

Background

The site is designated “Suburban Low Density Residential” (SLDR) on the City’s Future Land Use Map and has an PRD, Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development and authorized a development order for 35 single-family lots that were 80’ by 110’. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. The zoning remains PRD, Planned Residential Development, but there is no active development order. The applicant is seeking a Zoning Map Amendment to re-establish the zoning district to the SR, Suburban Residential.

Discussion

There is no site plan associated with the Zoning Map Amendment application. The application indicates that the applicant will seek lots that are at least one acre in overall size and will connect to city water services. Any density greater than one unit per acre would require the Planned Residential Development zoning designation.

Planning Board
The Planning Board reviewed the amendment at the March 9, 2023 meeting and

recommended approval with a 7-0 vote. There were no individuals who spoke for or against this item with the discussion intertwined with the land use amendment.

Budget Impact

There is no budget impact as the result of this zoning map amendment.

Citizen Impact

Parcels of land are required to have active zoning designations. The existing zoning designation on the subject property is PRD, Planned Residential Development. No negative citizen impacts are expected as a result of this amendment.

Recommendation

It is recommended to approve the zoning map amendment for a 26± acre parcel from PRD, to SR, Suburban Residential, at 475 North Tymber Creek Road. The Planning Board recommended approval with a 7-0 vote at its March 9, 2023 meeting.

Attachments:

1. 23-22 475 North Tymber Creek ZMA (P23-0055G)
2. Exhibit A, legal description
3. Exhibit B, Zoning Map Amendment, updated per CAO
4. 03.09.2023, Zoning Map Amendment, The Enclave, PB Staff Report
5. 03.09.2023, Zoning Map Amendment, The Enclave, DRAFT PB Minutes

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: March 20, 2023

Claire Whitley, Assistant City Manager — Date: March 31, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: April 12, 2023

ORDINANCE NO. 2023-22

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 ONE PARCEL OF REAL PROPERTY TOTALING 26± ACRES LOCATED AT 475 NORTH TYMBER CREEK ROAD (VOLUSIA COUNTY PARCEL NUMBER 4113-00-00-0032) FROM PLANNED RESIDENTIAL DEVELOPMENT (PRD) TO SUBURBAN RESIDENTIAL (SR); AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Enclave of Timber Creek, LLC, a Florida Limited Liability Company (the "Applicant/Property Owner") is the fee simple owner of certain real property consisting of approximately 26± acres located at 475 North Tymber Creek Road (Volusia County Property Appraiser parcel identification number: 4113-00-00-0032), which is legally described and depicted in Exhibit "A" ("Property") attached hereto and incorporated herein, and

WHEREAS, the Applicant has submitted an application to the city to re-zone the Property from Planned Residential Development (PRD), to Suburban Residential (SR), and

WHEREAS, the Property to be re-zoned is more than ten contiguous acres, consisting of approximately 26 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), *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 one parcel located at 475 North Tymber Creek Road (Volusia County Property Appraiser parcel identification number: 4113-00-00-0032), as more particularly described and

depicted in Exhibit "A" from Planned Residential Development (PRD), to Suburban Residential (SR), as shown and depicted in Exhibit "B".

SECTION THREE. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

PASSED UPON at the first reading of the City Commission, this 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

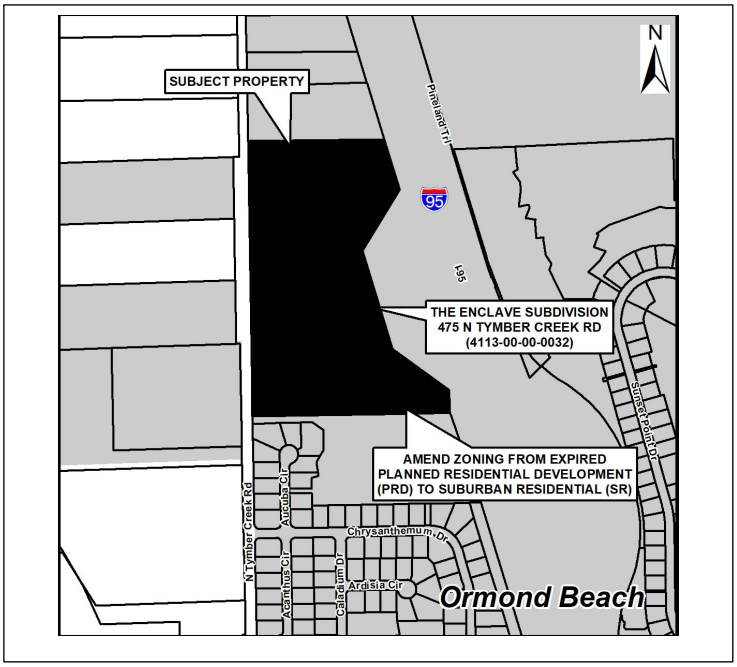
_____
SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
(GeoPoint Surveying, Inc. survey – field survey dated June 18, 2021)

PARCEL 5:
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

LOCATION MAP



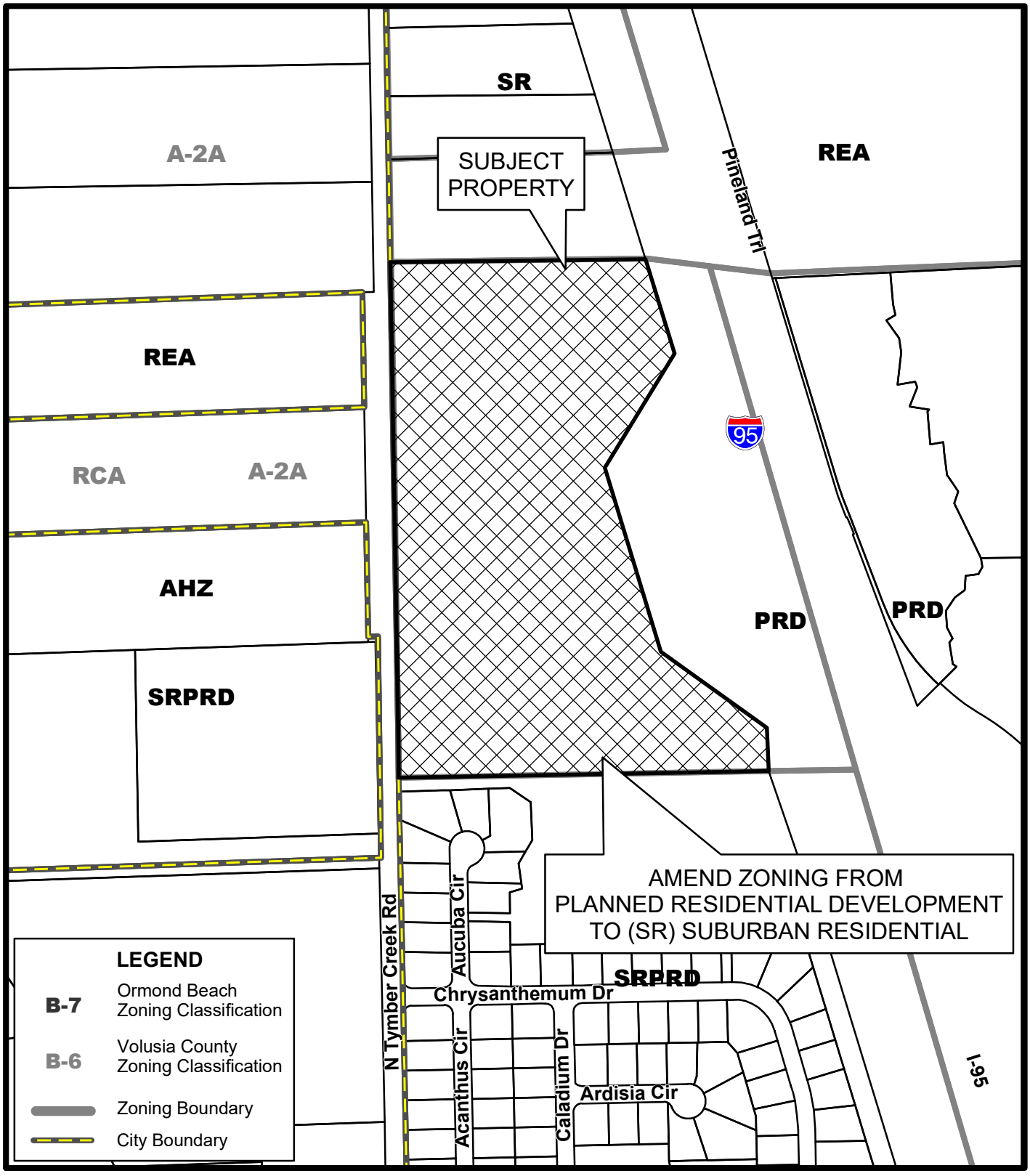
PARCEL ID: 4113-00-00-0032

OWNER: ENCLAVE OF TIMBER CREEK LLC

APPLICANT: PAYLIN TYMBER 1 AND 2, LLC

ADDRESS: 475 NORTH TYMBER CREEK ROAD, ORMOND BEACH, FL 32174

EXHIBIT "B"



THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

N
W E
S
N.T.S.

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: March 9, 2023

SUBJECT: 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

APPLICANT: Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC

NUMBER: ZMA 2023-019

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Paylin Tymber 1 & 2, LLC, with authorization from the property owner, Enclave of Timber Creek, LLC, for a Zoning Map Amendment for a 26± acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road. The subject property is shown in Exhibit 1:

EXHIBIT 1: Subject property, 475 North Tymber Creek Road:



BACKGROUND: The site is designated "Suburban Low Density Residential" (SLDR) on the City's Future Land Use Map and has an expired PRD, Planned Residential Development zoning designation. On August 1, 2006, the City Commission approved Ordinance 2006-08 for a zoning map amendment from SR, Suburban Residential to PRD, Planned Residential Development and authorized a development order for 35 single-family lots that were 80' by 110'. The project name was the Enclave at North Pointe. On September 19, 2006, the City Commission approved a Preliminary Plat for the 35-lot subdivision. The subdivision improvements were never constructed and the development order and Preliminary Plat expired. The zoning remains PRD, Planned Residential Development, but there is no active development order. The applicant is seeking a Zoning Map Amendment to re-establish the zoning district to SR, Suburban Residential.

Application process: The proposed zoning map amendment schedule of the subject property is as follows:

EXHIBIT 2: Zoning Map Amendment schedule:

Action	Date
Planning Board	March 9, 2023
City Commission 1st Reading	April 18, 2023
City Commission 2nd Reading	May 2, 2023

The following public notices have or are required to occur:

EXHIBIT 3: Public Notice:

Public Notice	Date	Notes
Abutter letters for Planning Board	February 20, 2023	300' radius
Newspaper advertisement for Planning Board	February 24, 2023	
Abutter letters for City Commission meetings	April 1, 2023	300' radius
Newspaper advertisement for City Commission, 1st reading	April 7, 2023	
Newspaper advertisement for City Commission, 2nd reading	April 21, 2023	

The project has also been posted on the city website under the Planning Department at: (1) Development Reports, https://www.ormondbeach.org/247/Development-Projects and (2) Public Hearing Advertisements and Notices, https://www.ormondbeach.org/1000/Public-Hearing-Advertisements-and-Notice.

The following exhibit shows the surrounding land uses and zoning:

EXHIBIT 4: Surrounding land uses and zoning:

	Current Land Uses	Future Land Use Designation	Zoning
North	Vacant Property	"Rural Estate/ Agricultural"	REA, Rural Estate/Agricultural
South	Southern Pines Subdivision	"Suburban Low Density Residential"	SR, Suburban Residential with a Planned Residential Development overlay
East	Interstate 95 and (Pineland subdivision)	"Suburban Low Density Residential"	Planned Residential Development
West	Single-Family	Volusia County "Rural"; City "Rural Estate/ Agricultural", "Suburban Low Density Residential"	Volusia County Rural REA; City Rural Estate/Agricultural, SR, Suburban Residential

CONCLUSION/CRITERIA FOR APPROVAL:

Section 1-15(D)(3) of the Land Development Code states that the Planning Board shall review non-planned development rezonings based on the Development Order criteria in Section 1-15(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 SR, Suburban Residential zoning district is defined in Section 2-11 of the Land Development Code as follows:

   > "The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density

residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35."

Section 2-02 of the Land Development Code, Future land use map designations and zoning districts, provides the following compatible zoning districts with the "Suburban Low Density Residential" land use designation:

EXHIBIT 5: Section 2-02 of the Land Development Code, compatible land use designation and zoning districts:

Land Use	Zoning District
SLDR, "Suburban Low Density Residential"	SR, Suburban Residential
	PRD, Planned Residential Development

There is no site plan associated with the Zoning Map Amendment application. The application indicates that the applicant will seek lots that are at least one acre in overall size and will connect to city water services. Any density greater than one unit per acre would require the Planned Residential Development zoning designation. The proposed SR, Suburban Residential zoning district is consistent with surrounding properties 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. Any site development would require review by the Site Plan Review Committee.

2. The proposed development is consistent with the Comprehensive Plan.

The Future Land Use Element provides the following directive text for the "Suburban Low Density Residential" land use designation:

C. **Suburban Low Density Residential (SLDR)**

Purpose: To establish development guidelines, densities and land uses appropriate to the undeveloped and outlying suburban areas of the City, including areas that may be the subject of future annexations within the Ormond Water and Sewer Utility Service Area. It is the intent of the SLDR District to establish density standards that will achieve an intensity of development approximately 20% to 30% less than in the urban core (e.g., 1.6 to 2.5 units per acre, gross density) while encouraging smart growth principles such as compact and cluster development to reduce the cost of extending utilities and allow for the efficient delivery of government services.

Maximum potential density or holding capacity within the SLDR District is determined on a case by case basis based on site specific conditions relative to on-site environmental constraints and the availability of central water and sewer services. Environmental constraints for each

parcel of property proposed for development are synthesized from high water table, soil characteristics and flood prone area data derived from the U.S. Soil Conservation Service study and the National Flood Insurance Program maps. This information is used by the applicant to arrive at the maximum potential density, or holding capacity, for a particular parcel of land. Actual densities may differ from the maximum potential densities due to zoning requirements that establish minimum lot sizes and setbacks and due to environmental protection requirements, that are designed to maintain the integrity of the natural ecological system. The actual density figure is dependent upon the degree of severity of the environmental constraints, the availability of central utilities, and the type of development that is proposed.

Limited daily need retail, not to exceed 20% of the gross project area, and institutional uses may be permitted in accordance with the maximum floor area ratio.

Density: Minimum .2-6 units per acre. Requires holding capacity analysis per the Land Development Code.

Maximum FAR: 0.2

The zoning map amendment is consistent with the goal, objective, and policies of the Future land Use Element as shown below:

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.

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 1.1.2.

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.

The Zoning Map Amendment is consistent with the Comprehensive Pan and resets the zoning designation to the SR, Suburban Residential zoning district that existed before the Planned Development approval.

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 previous development approval and the survey submitted indicate that there are on-site wetlands. Site development applications are required to provide analysis of 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. Any site development would require review by the Site Plan Review Committee.

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 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 Zoning Map Amendment 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.**

   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 would be reviewed at the submission of a site plan.

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.

Any future development would be reviewed by the Site Plan Review Committee and Volusia County Traffic Engineering (Tymber Creek is a Volusia County roadway).

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 property has an expired development order and a zoning district needs to be assigned to the property; and
- The zoning request is consistent with the compatibility matrix outlined in the Land Development Code for the Future Land Use Map designation of “Suburban Low Density Residential”.

RECOMMENDATION:

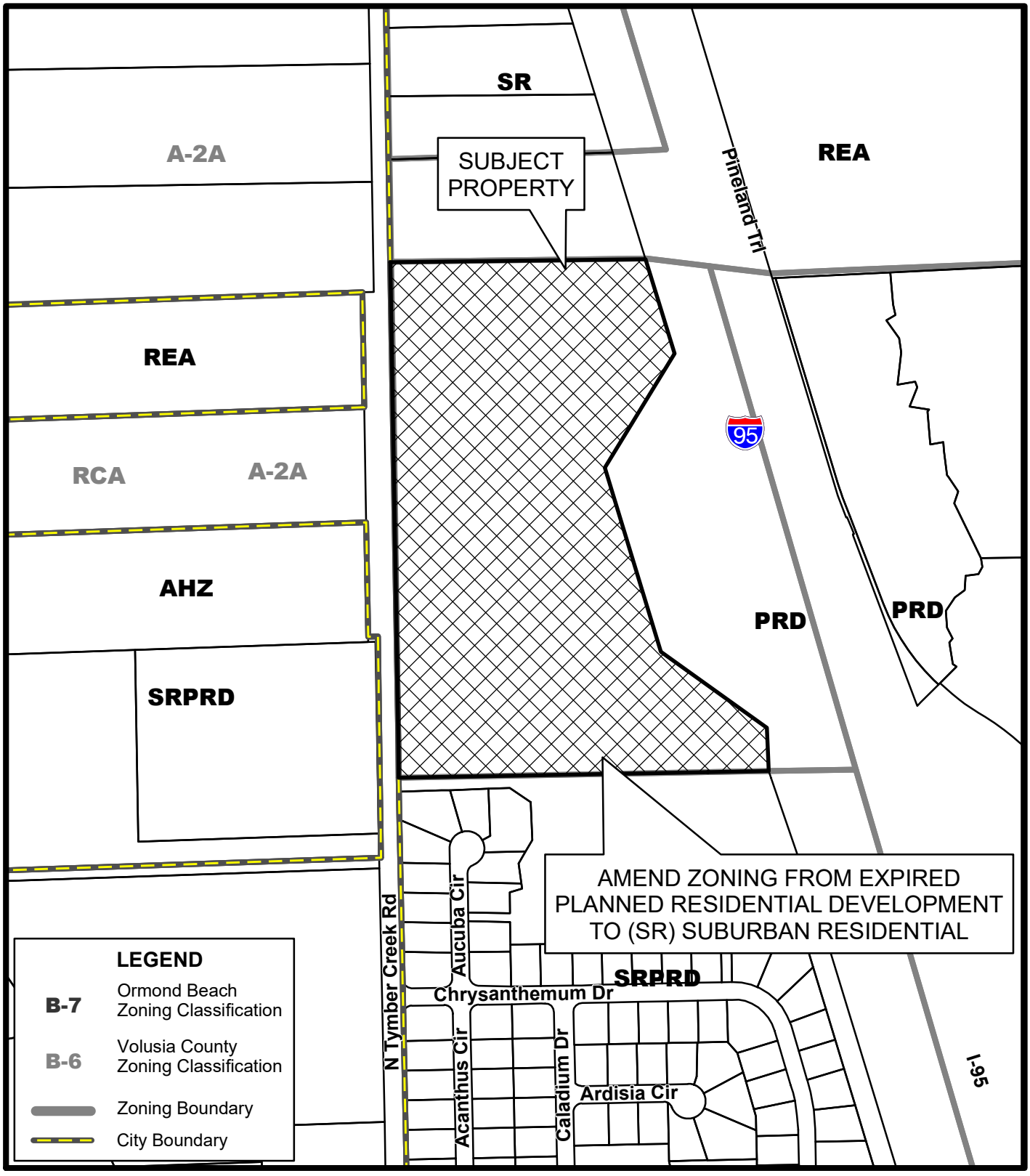
Staff recommends that the Planning Board recommend **APPROVAL** to the City Commission for a zoning map amendment for a 26± acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential at 475 North Tymber Creek Road. It is expected that the application would be scheduled for the April 18, 2023, and May 2, 2023, City Commission meetings.

Attachments:

ATTACHMENT 1: Proposed Zoning Map
ATTACHMENT 2: Land Use, Location and Aerial maps
ATTACHMENT 3: Applicant provided information
ATTACHMENT 4: Section 2-11, SR, Suburban Residential zoning district regulations

ATTACHMENT 1

Proposed Zoning Map



THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

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ATTACHMENT 2

Land Use, Location and Aerial maps



THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

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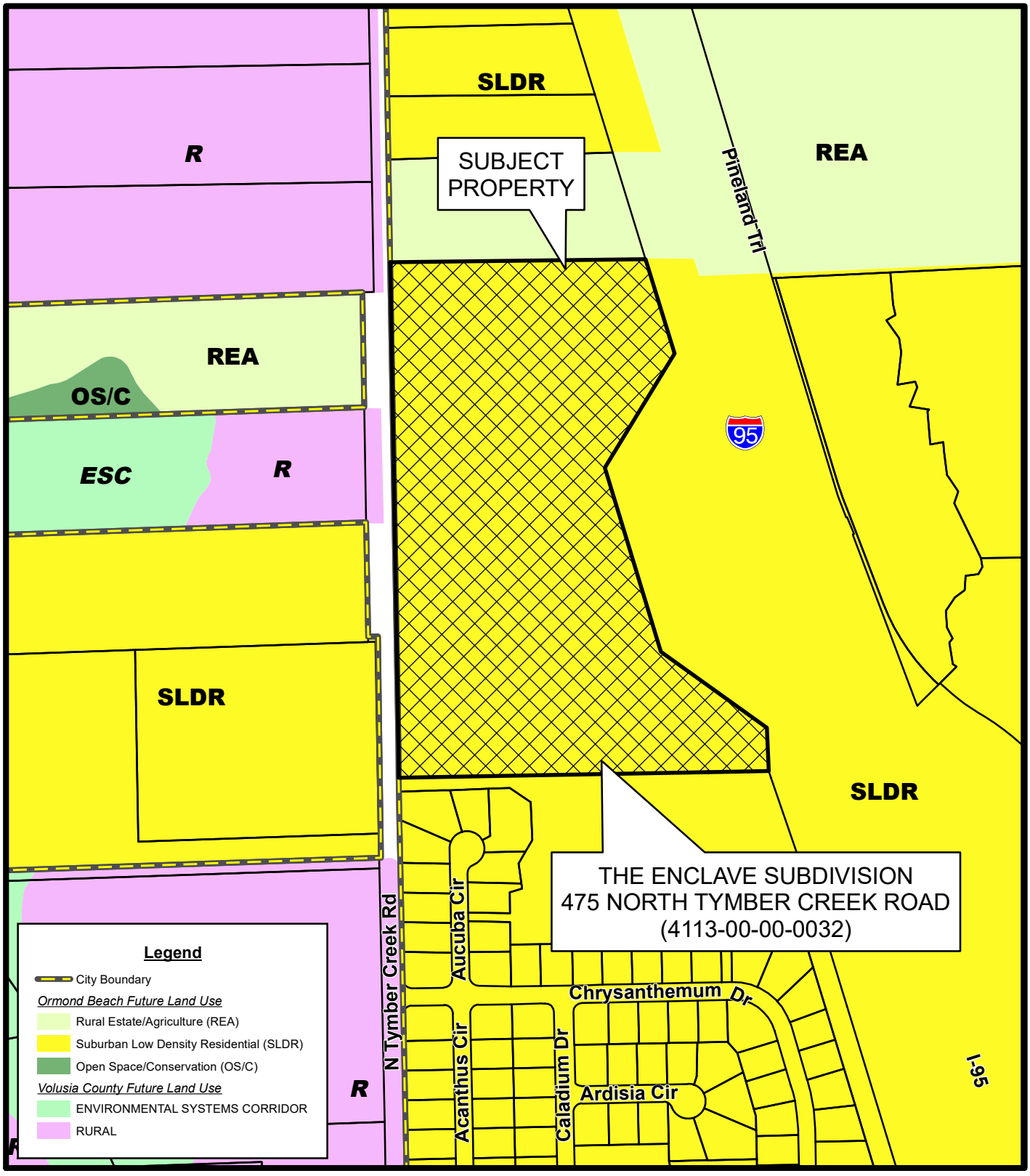

THE ENCLAVE SUBDIVISION
475 NORTH TYMBER CREEK ROAD
(4113-00-00-0032)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

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ATTACHMENT 3

Applicant provided information

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 · Fax: 386-677-2505
www.ZevCohen.com

January 19, 2023

Mr. Steven Spraker
Planning Director
City of Ormond Beach
22 South Beach Street, Room 104
Ormond Beach, FL 32174

Re: Regulatory Amendment, Zoning Map, Over 10 Acres – The Enclave
PID: 4113-00-00-0032

Dear Steven:

Please find enclosed the following documents in support of our client's Rezoning application:

1) City of Ormond Beach Public Hearing Application;
2) Application Fees in the amount of $3,150.00 ($1,500 Application Fee plus $1,650 Advertising Fee);
3) Property Card;
4) Notarized Authorization of Owner;
5) Aerial Location Map;
6) Two copies of ALTA/NSPS Land Title Survey;

Our clients, Jim and Trey Paytas of *Paylin Tymber 1 & 2, LLC* are authorized agents and represent *Enclave of Timber Creek, LLC* for the rezoning of the subject site referred to herein as *The Enclave*. *The Enclave* is a ± 26-acre parcel located at 475 N Tymber Creek Road, in the City of Ormond Beach. The site has an expired Planned Residential Development (PRD) agreement, as it was part of the former *Enclave* subdivision.

The overall intent of this application is to rezone the above-referenced property from PRD to the Suburban Residential (SR) base zoning district. The subject site is adjacent to SR and Rural Estate/Agricultural (REA) zoned properties on the north, south, and west sides. The SR zoning district permits one (1) dwelling unit per acre, and the REA zoning district permits one (1) dwelling unit per five (5) acres.

The subject site has an existing Future Land Use Map (FLUM) designation of Suburban Low Density Residential (SLDR). The purpose of the SR Zoning District is to implement the SLDR Comprehensive Land Use Plan designation pursuant to Section 2-11, of the LDC. In order to achieve the goals of the SLDR land use category, all development other than single-family rural subdivisions with a density of one (1) unit per acre or higher shall only be allowed if submitted and approved as a PRD pursuant to Section 2-35, of the LDC.

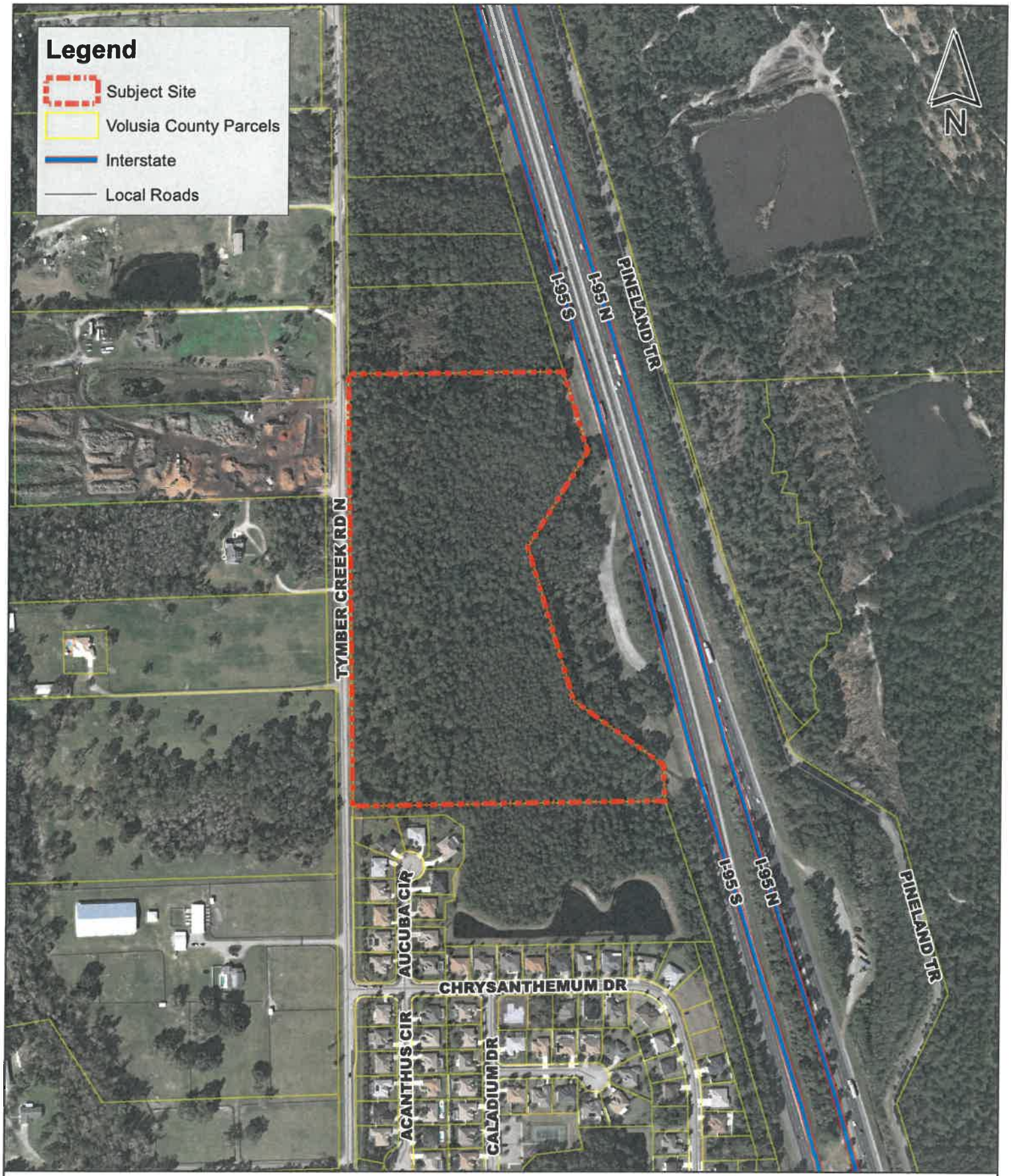
In conclusion, our goal is to rezone the subject site from PRD to the SR zoning classification, which does not go below the one (1) dwelling unit per acre threshold. The permitted density of the SR zoning district is compatible with the surrounding area, while remaining consistent with the underlying SLDR FLUM designation.

It is our intention to provide sufficient information regarding existing conditions and dimensions of the subject site. Please let us know if staff needs any additional information for the requested rezoning approval.

We look forward to working with the City regarding this application. If in the review of the application you or anyone on staff has any questions or needs additional information, please do not hesitate to call or email.

Sincerely,

Emilio A. O'Brien
Planner
eobrien@zevcohen.com



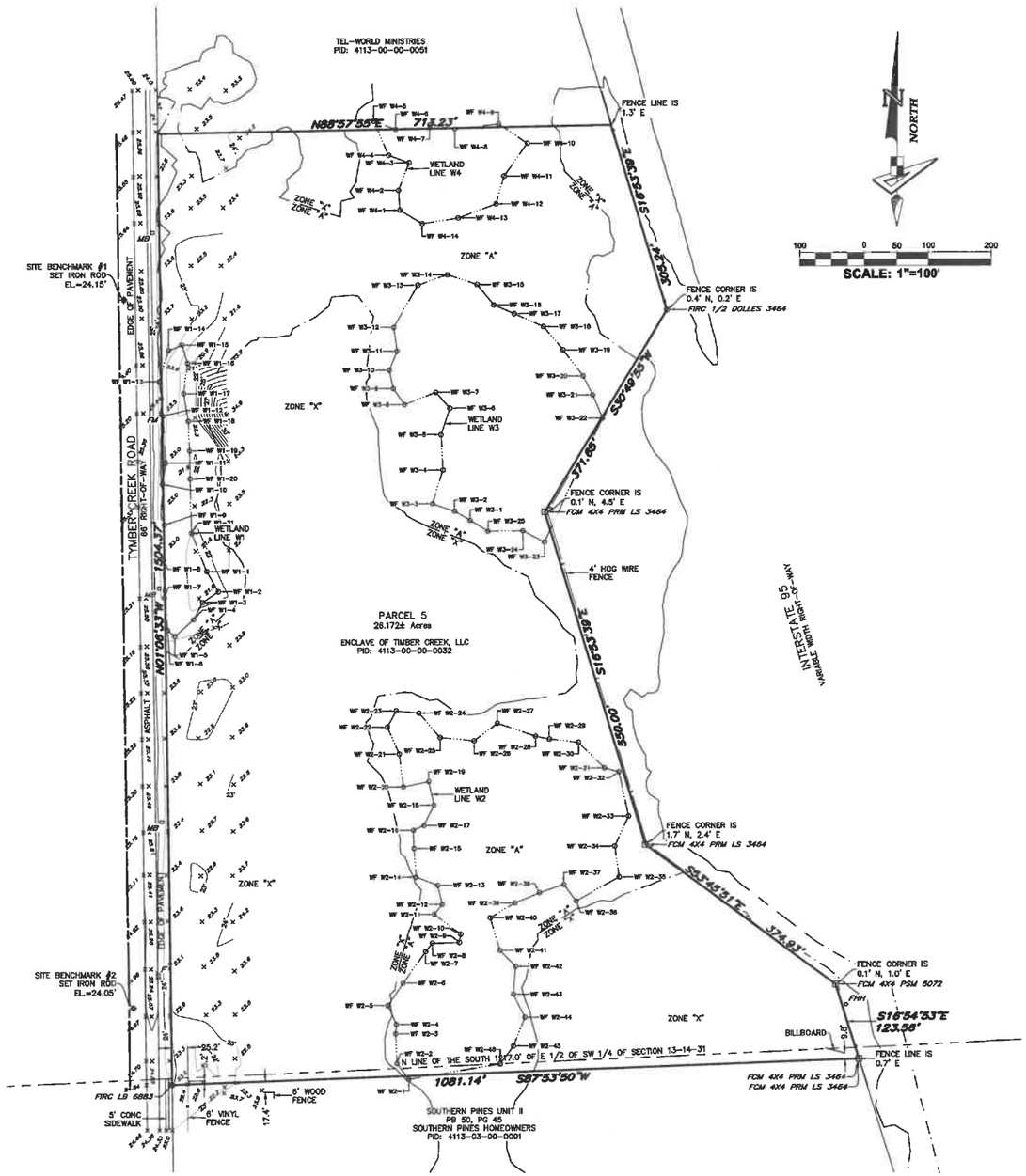
Date Saved: 1/19/2023

Created by: sobrien
Path: Z:\PROJECTS\2021\21045 Enclave\Aerial Map.mxd

200 100 0 200 Feet

Aerial Map
The Enclave
Ormond Beach, Florida

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



LEGEND

O.R.	Official Records Book	FM_A	Buried Force Main Warning Marker
PB	Plat Book	F_A	Buried Fiber Optic Warning Marker
PG	Page(s)	FHH_O	Fiber Optic Handhole
NAVD88	North American Vertical Datum of 1988	MB	Mail Box
PID	Property Identification Number		Sign
SIR	Set 1/2" Iron Rod LB7768		Wetland Line
SMD	Set Mag Nail & Disk LB7768	20	Contour Line
FIRC	Found Iron Rod & Cap		
FCM	Found Concrete Monument		
P.R.M.	Permanent Reference Monument		
R/W	Right-of-way		
WF	Wetland Flag		

LEGAL DESCRIPTION:

PARCEL 1: (NOT INCLUDED IN THIS SURVEY)
The Southwest one quarter (1/4) of the Northwest one quarter (1/4) of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, excepting therefrom the Easterly 33 feet in Hull Road, a 66 foot street as now laid out, also subject to an easement over and upon the Southerly 25 feet thereof; also excepting therefrom, a portion from the West one quarter (1/4) of said Section 24, as the point of beginning, run North 01°56'27" West along the West line of said Section 24 a distance of 119.25 feet, thence departing said West line, run North 88°19'45" East a distance of 1348.62 feet; thence South 01°27'18" East a distance of 100.17 feet to a point on the South line of Northwest one quarter (1/4) of said Section 24; thence following said South line South 87°31'05" West a distance of 1347.82 feet to West one quarter (1/4) of Section 24 and point of beginning.

PARCEL 5:
The East one half (1/2) of the Southwest one quarter (1/4) of Section 13, Township 14 South, Range 31 East, lying Westerly of Interstate 95, excepting therefrom the South 1217.0 feet, and also excepting therefrom the West 33 feet in Hull Road, a 66 foot street as now laid out, being in Volusia County, Florida.

PARCEL B: (NOT INCLUDED IN THIS SURVEY)
A portion of Section 23, Township 14 South, Range 31 East, Volusia County, Florida, described as follows:

From the East one quarter (1/4) of said Section 23, run North 01°56'27" West along the East line of said Section 23 a distance of 119.25 feet to the point of beginning, thence continue North 01°56'27" West along said East line a distance of 2516.66 feet to the Northeast corner of said Section 23, thence South 87°52'34" West along the North line of said Section 23 a distance of 197.43 feet; thence departing said line, run South 01°56'27" East a distance of 2515.42 feet, thence North 88°19'45" East, a distance of 157.43 feet to the point of beginning.

LESS AND EXCEPT the following parcel: (NOT INCLUDED IN THIS SURVEY)
A portion of the Southwest 1/4 of the Northwest 1/4 of Section 24, Township 14 South, Range 31 East, Volusia County, Florida.

Commence at the Southwest corner of the Northwest 1/4 Of Said Section 24, thence North 00°52'02" West along the West line of said Section 24 a distance of 119.27 feet to a point on the existing right-of-way line per Official Records Book 3252, Page 101 in the Public Records of Volusia County, Florida; thence North 89°24'03" East along said right-of-way line a distance of 1264.55 feet to the Point of Beginning, thence continue North 89°24'03" East along said right-of-way line a distance of 25.00 feet to the intersection with the Westerly right-of-way line of Tymber Creek Road, a 66.00 foot wide right-of-way, thence North 00°45'48" West along said right of way line a distance of 25.00 feet, thence departing said right-of-way line South 44°18'08" West a distance of 35.30 feet to the Point of Beginning.

PARCEL 2: (NOT INCLUDED IN THIS SURVEY)
The Northwest 1/4 of the Northwest of Section 24, Township 14 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

Beginning at the Northwest section corner of said Section 24, Township 14 South, Range 31 East, thence North 87°12'56" East along the North line of said Section 24, Township 14 South, Range 31 East, a distance of 1297.11 feet to a point on the West Right of Way line of North Tymber Creek Road; thence South 01°53'40" East along said West Right of Way line, a distance of 1268.22 feet; thence South 88°32'17" West a distance of 1295.97 feet to the West line of said Section 24, Township 14 South, Range 31 East, thence North 01°56'27" West along said West line of Section 24, a distance of 1258.30 feet to the Point of Beginning.



Vicinity Map
Not to Scale

SURVEYOR'S NOTES:

1. Current Easements, rights-of-ways, set back lines, reservations, agreements and other similar matters taken from Chicago Title Insurance Company Commitment for Title Insurance, Order Number: 9103698 with an effective date of January 03, 2021.
2. This survey is limited to above ground visible improvements along and near the boundary lines, except as shown hereon, and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.
3. Bearings shown hereon are based on the West line of Section 24 having a Grid bearing of N 01°17'31" W, The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.
4. This survey is intended to be displayed at 1" = 100', or smaller.
5. All dimensions, unless otherwise noted, are survey dimensions in US Survey feet.
6. Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
7. Elevations shown hereon are based on the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey Benchmark "195 J 4", having a published elevation of 47.42 feet (NAVD 88).
8. The subject parcels lie in Flood Zone "X", Flood Zone "A" and a Regulatory Floodway according to Flood Insurance Rate Map, Map No. 12127C0194J for Community Daytona Beach, City of, No. 125099, Community Ormond Beach, City of No. 125136 and Community Volusia County, No. 125155, Volusia County, Florida, dated February 19, 2014 and issued by the Federal Emergency Management Agency. (https://msc.fema.gov).
9. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
10. On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.
11. This survey meets the maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey (0.07 feet plus 50 parts per million).
12. Subject Parcel has no evidence of construction currently going on or earth moving activities on site.
13. The Surveyor is not aware of any plans to change the existing Right-of-way lines.
14. There are 0 Parking Spaces and 0 Handicap Parking Spaces in the area this survey covers.
15. No buildings were observed on the surveyed property in the process of conducting the fieldwork.

SCHEDULE B-II EXCEPTIONS

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. (NOT A SURVEY MATTER)
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable. (NOT A SURVEY MATTER)
3. Standard Exceptions:
   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. (NOT A SURVEY MATTER)
   B. Rights or claims of parties in possession not shown by the public records. (NOT A SURVEY MATTER)
   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOT A SURVEY MATTER)
   D. Taxes or assessments which are not shown as existing liens in the public records. (NOT A SURVEY MATTER)
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land. (NOT A SURVEY MATTER)
5. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. (NOT A SURVEY MATTER)
6. Rights of third parties in and to the use of any easements, roads or trails, which may cross subject property. (NOT A SURVEY MATTER)
7. Any portion of insured lands underlying Tymber Creek Road. (NOT A SURVEY MATTER)
8. Oil, Gas and Minerals having been reserved in that certain Deed recorded March 2, 1951 in Deed Book 437, Page 21. The Surface Entry Rights with Respect to Oil, Gas and Minerals were released in that certain Release recorded in Official Records Book 2243, Page 1613 and in Official Records Book 2433, Page 1203 and in Official Records Book 2981, Page 891. (AFFECTS, BLANKET IN NATURE)
9. Phosphate, Minerals, Metals and Petroleum Reservations, Road Reservations and rights in favor of the State of Florida, as set forth in the Deed No.1584 from the Trustees of the Internal Improvement Fund, recorded September 29, 1944 in Deed Book 315, Page 70. As to said reservation, the right of entry has been released pursuant to Florida Statute 270.11. (DOES NOT AFFECT)
10. Oil, Gas and Mineral lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (DOES NOT AFFECT)
11. Mineral Reservation in favor of the State of Florida as referenced in that certain Oil, Gas and Mineral Lease between Cornelia S. Paul her husband, H.A. Paul and Sun Oil Company recorded June 7, 1947 in Deed Book 365, Page 48. (DOES NOT AFFECT)
12. Right of Way Easement in favor of the State of Florida recorded July 3, 1968 in Official Records Book 1027, Page 672. (MAY AFFECT, DOCUMENT ILLEGIBLE)
13. Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1913. (DO NOT AFFECT)
14. Subject to the terms of the Easement Deed given to Elaine Silverstein and Sandra Goldberg, recorded February 10, 1988 in Official Records Book 3099, Page 1914. (DO NOT AFFECT)
15. Ordinance No. 2005-35 recorded October 27, 2005 in Official Records Book 5685, Page 1004. (DOES NOT AFFECT)
16. Ordinance No. 2006-08 recorded August 9, 2006 in Official Records Book 5891, Page 122. (AFFECTS, BLANKET IN NATURE)
17. Development Order recorded August 9, 2006 in Official Records Book 5891, Page 126. (AFFECTS, NOT PLOTTABLE)
18. Ordinance No. 2006-09 recorded April 30, 2007 in Official Records Book 6051, Page 4063. (DOES NOT AFFECT)
19. Development Order recorded April 30, 2007 in Official Records Book 6051, Page 4069. (AFFECTS, BLANKET IN NATURE)
20. Terms and Conditions of the Order Denying Petition for Writ of Certiorari filed in Volusia Case # 2018 31943 CICI and recorded June 10, 2020 in Official Records Book 7882, Page 4609. (NOT A SURVEY MATTER)

Certification:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7, 8, 9, 13, 16, 17 and 18 of Table A thereof. The field work was completed on 8/18/21.

GEOPOINT SURVEYING, INC.

Digitally signed by Judd D. French
DN: cn=Judd D. French, o=GeoPoint Survey, ou, email=jfrench@geopointsurveyors.com, c=US
Date: 2021.08.10 14:19:30 -04'00'

Judd D. French
Florida Professional Surveyor and Mapper #7095

VERTICAL DATUM: NAVD88

PROJECT: Enclave	
PHASE: ALTA	
DRAWN: MRC	DATE: 08/10/21 CHECKED BY: JDF
P.CHIEF: AW	FIELD BOOK: 2021-AW
DATA FILE: ENCLAVE-BNDY(US88)AW	

REVISIONS

DATE	DESCRIPTION	DRAWN BY

SEE ABOVE ALTA/NSPS SURVEYOR'S CERTIFICATION

DATE OF LAST FIELD SURVEY: June 18, 2021

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR
ENCLAVE OF TIMBER CREEK, LLC

LOCATED IN
Section 13, Township 14 S., Range 31 E.
Volusia County, Florida

GeoPoint Surveying, Inc.
555 Winderly Pl. Suite 120
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 02

FILE PATH: O:\ENCLAVE DAYTONA\SURVEY\ENCLAVE_ALTA WITH TOPO.DWG PLOTTED BY: MATTHEW CHEPOLIS ON: 8/4/2021 11:00 AM LAST SAVED BY: MATTCHEPOLIS ON: 8/4/2021 11:00 AM

Wetland Point Table		
Flag #	Northing	Easting
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WF W1-2	1800481.3980	614921.0880
WF W1-3	1800464.5280	614898.3870
WF W1-4	1800437.6690	614881.5960
WF W1-5	1800411.1170	614852.2100
WF W1-6	1800420.9190	614840.9940
WF W1-7	1800472.2510	614835.9130
WF W1-8	1800532.2620	614834.1260
WF W1-9	1800587.8630	614835.1610
WF W1-10	1800651.8900	614831.9840
WF W1-11	1800685.5140	614837.2130
WF W1-12	1800759.5810	614832.3610
WF W1-13	1800814.1560	614826.3090
WF W1-14	1800862.9610	614840.6630
WF W1-15	1800871.8970	614861.8770
WF W1-16	1800842.8170	614870.5840
WF W1-17	1800794.9450	614864.5130
WF W1-18	1800751.5080	614872.2890
WF W1-19	1800704.5380	614874.3430
WF W1-20	1800660.2440	614875.3210
WF W1-21	1800574.4690	614877.9550

Wetland Point Table		
Flag #	Northing	Easting
WF W2-1	1799709.5080	615223.4940
WF W2-2	1799734.5330	615204.6970
WF W2-3	1799781.7670	615202.2700
WF W2-4	1799796.6170	615203.2310
WF W2-5	1799826.6740	615189.6390
WF W2-6	1799861.9890	615213.7210
WF W2-7	1799911.7570	615249.2790
WF W2-8	1799925.2490	615260.3820
WF W2-9	1799928.3510	615302.8070
WF W2-10	1799939.2230	615304.8430
WF W2-11	1799970.7860	615262.9120
WF W2-12	1799986.5290	615275.6240
WF W2-13	1800016.8020	615268.3620
WF W2-14	1800029.6740	615233.4030
WF W2-15	1800075.0840	615230.1160
WF W2-16	1800103.9280	615228.8030
WF W2-17	1800111.4680	615245.3430
WF W2-18	1800143.8320	615261.6260
WF W2-19	1800180.8490	615253.0170
WF W2-20	1800172.7240	615212.6850
WF W2-21	1800224.4910	615208.2100
WF W2-22	1800266.9330	615187.1020
WF W2-23	1800292.5230	615200.7250
WF W2-24	1800289.1340	615236.8290
WF W2-25	1800250.2070	615271.3740
WF W2-26	1800245.0410	615324.6750
WF W2-27	1800272.8270	615361.1990
WF W2-28	1800252.2170	615421.1800
WF W2-29	1800247.6800	615442.7020
WF W2-30	1800242.4380	615488.4710
WF W2-31	1800201.9970	615528.7930
WF W2-32	1800185.8580	615551.6820
WF W2-33	1800125.7530	615567.3320
WF W2-34	1800078.2660	615545.9440
WF W2-35	1800029.2970	615552.9550
WF W2-36	1799991.4130	615485.8580
WF W2-37	1800017.5850	615466.2840
WF W2-38	1800004.6680	615428.2800
WF W2-39	1799988.4310	615389.8380
WF W2-40	1799964.9470	615351.3220
WF W2-41	1799913.5270	615366.8730
WF W2-42	1799888.0040	615391.2540
WF W2-43	1799844.1070	615388.0330
WF W2-44	1799807.3780	615406.1410
WF W2-45	1799761.9850	615388.6930
WF W2-46	1799733.9710	615368.4800

Wetland Point Table		
Flag #	Northing	Easting
WF W3-1	1800593.8540	615316.6330
WF W3-2	1800608.4690	615292.0890
WF W3-3	1800620.3550	615257.3780
WF W3-4	1800573.3220	615274.0190
WF W3-5	1800728.9890	615270.7500
WF W3-6	1800770.9080	615284.4230
WF W3-7	1800796.1380	615262.1780
WF W3-8	1800777.1340	615212.1360
WF W3-9	1800802.5100	615193.9690
WF W3-10	1800831.5930	615187.6500
WF W3-11	1800861.6160	615199.8590
WF W3-12	1800899.1730	615194.4530
WF W3-13	1800965.4960	615232.7350
WF W3-14	1800981.6090	615279.8360
WF W3-15	1800966.2270	615326.4370
WF W3-16	1800933.6240	615353.1200
WF W3-17	1800919.8110	615384.8900
WF W3-18	1800899.3300	615431.2260
WF W3-19	1800862.6940	615461.7200
WF W3-20	1800821.7900	615463.3820
WF W3-21	1800791.6920	615508.4420
WF W3-22	1800754.8720	615523.8250
WF W3-23	1800559.3060	615433.6350
WF W3-24	1800577.1090	615399.6290
WF W3-25	1800576.4510	615344.9770

Wetland Point Table		
Flag #	Northing	Easting
WF W4-1	1801083.7770	615203.7540
WF W4-2	1801115.2040	615201.4590
WF W4-3	1801158.5350	615218.1010
WF W4-4	1801170.4730	615185.5320
WF W4-5	1801224.3340	615161.5910
WF W4-6	1801212.0000	615198.1680
WF W4-7	1801218.5970	615250.3240
WF W4-8	1801212.6730	615290.0630
WF W4-9	1801219.9410	615359.6640
WF W4-10	1801188.8870	615404.4080
WF W4-11	1801137.1590	615368.2940
WF W4-12	1801093.2190	615355.9830
WF W4-13	1801071.0500	615296.0310
WF W4-14	1801062.3560	615238.9830

GeoPoint Surveying, Inc.
555 Winderly Pl. Suite 120
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 02 of 02

FILE PATH: G:\ENCLAVE DAYTONA\SURVEY\ENCLAVE_ALTA WITH TOPO.DWG PLOTTED BY: MATTHEW CHEPOLIS ON: 8/4/2021 11:09 AM LAST SAVED BY: MATTCHEPOLIS ON: 8/4/2021 11:08 AM

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

Property Summary

Alternate Key:	4091611
Parcel ID:	411300000032
Township-Range-Section:	14 - 31 - 13
Subdivision-Block-Lot:	00 - 00 - 0032
Business Name:	
Owner(s):	ENCLAVE OF TIMBER CREEK LLC - 100%
Mailing Address On File:	CO: % DUANE MORRIS 201 S BISCAYNE BLVD STE 3400 MIAMI FL 33131
Physical Address:	475 N TYMBER CREEK RD, ORMOND BEACH 32174
Building Count:	0
Neighborhood:	2808 - SEC 13 TWP 14 RNG 31
Subdivision Name:	
Property Use:	9900 - NON AG
Tax District:	201-ORMOND BEACH
2022 Final Millage Rate:	16.3855
Homestead Property:	No
Agriculture Classification:	No
Short Description:	13 14 31 E 1/2 OF SW 1/4 LYING W OF I-95 EXC S 1217 FT & EXC W 33 FT IN HULL DR INC PER OR 4259 PG 2868 PER OR 5761 PGS 0601-0604

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$0	$0	$0
Land Value:	$160,576	$160,576	$102,869
Just/Market Value:	$160,576	$160,576	$102,869

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

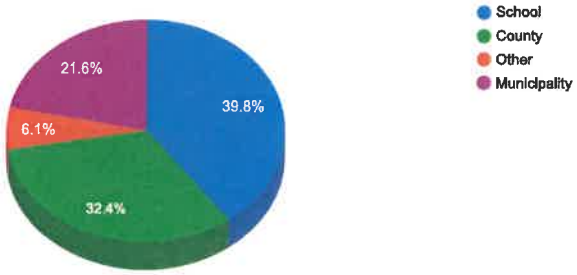
Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$160,576	$160,576	$0	$160,576	1.5000	$240.86
0012	DISCRETIONARY	$160,576	$160,576	$0	$160,576	0.7480	$120.11
0011	REQ LOCAL EFFORT	$160,576	$160,576	$0	$160,576	3.2340	$519.30
0050	GENERAL FUND	$160,576	$124,472	$36,104	$124,472	4.8499	$603.68
0055	LIBRARY	$160,576	$124,472	$36,104	$124,472	0.4635	$57.69
0520	MOSQUITO CONTROL	$160,576	$124,472	$36,104	$124,472	0.1781	$22.17
0530	PONCE INLET PORT AUTHORITY	$160,576	$124,472	$36,104	$124,472	0.0760	$9.46
0058	VOLUSIA ECHO	$160,576	$124,472	$36,104	$124,472	0.2000	$24.89
0057	VOLUSIA FOREVER	$160,576	$124,472	$36,104	$124,472	0.2000	$24.89
0065	FLORIDA INLAND NAVIGATION DISTRICT	$160,576	$124,472	$36,104	$124,472	0.0320	$3.98
0100	HALIFAX HOSPITAL AUTHORITY	$160,576	$124,472	$36,104	$124,472	0.8606	$107.12
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$160,576	$124,472	$36,104	$124,472	0.1974	$24.57
0180	ORMOND BEACH	$160,576	$124,472	$36,104	$124,472	3.7610	$468.14
0182	ORMOND BEACH I&S 2003	$160,576	$124,472	$36,104	$124,472	0.0050	$0.62
0184	ORMOND BEACH I&S 2010	$160,576	$124,472	$36,104	$124,472	0.0800	$9.96
						16.3855	$2,237.46

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount

Estimated Ad Valorem Tax:	$2,237.46
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$2,237.46**
Estimated Tax Amount without SOH/10CAP ⓘ	$2,631.12

Where your tax dollars are going:



Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	County Exemptions	County Taxable	HX Savings
2022	$160,576	$0	$160,576	$113,156	$0	$113,156	$0
2021	$102,869	$0	$102,869	$102,869	$0	$102,869	$0
2020	$102,869	$0	$102,869	$102,869	$0	$102,869	$0
2019	$102,869	$0	$102,869	$102,869	$0	$102,869	$0
2018	$102,869	$0	$102,869	$102,869	$0	$102,869	$0
2017	$102,869	$0	$102,869	$102,869	$0	$102,869	$0
2016	$102,869	$0	$102,869	$102,869	$0	$102,869	$0
2015	$105,880	$0	$105,880	$105,880	$0	$105,880	$0
2014	$105,880	$0	$105,880	$105,880	$0	$105,880	$0

Land Data

#	Land Use	Ag	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	9900-NON-AG ACREAGE 20-50	N	A-ACRE		25.0900				16,000	$160,576
									Total Land Value:	$160,576

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	L x W	Depreciated Value
				Total Miscellaneous Value:		$0

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
5761 / 0601	2006030430	01/31/2006	WD-WARRANTY DEED	UNQUALIFIED	VACANT	$100
4259 / 2868	1997207634	09/15/1997	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$10
4233 / 1762	1997150085	09/15/1997	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100
2340 / 1970		02/15/1982	QC-QUIT CLAIM DEED	UNQUALIFIED	VACANT	$100

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

Legal Description	Millage Group	Township-Range-Section	Subdivision-Block-Lot	Date Created
13 14 31 E 1/2 OF SW 1/4 LYING W OF I-95 EXC S 1217 FT & EXC W 33 FT IN HULL DR INC PER OR 4259 PG 2868 PER OR 5761 PGS 0601-0604	201	14 - 31 - 13	00 - 00 - 0032	21-APR-82

Permit Summary

NOTE: Permit data does not originate from the Volusia County Property Appraiser's office. For details or questions concerning a permit, please contact the building department of the tax district in which the property is located.

Date	Number	Description	Amount

ATTACHMENT 4

Section 2-11 of the Land Development Code

SR, Suburban Residential

Sec. 2-11. SR, Suburban Residential Zoning District.

A. PURPOSE:	The purpose of the Suburban Residential (SR) Zoning District is to implement the Suburban Low Density Residential (SLDR) Comprehensive Land Use Plan category with emphasis on a site-specific holding capacity and design parameters leading to the preservation of wetland vegetative communities and natural drainage and retention systems. The district is intended to promote and encourage creative design by allowing a variety of residential structures and a diversity of building arrangements and lot configurations, and to ensure privacy, safety and promote on-site amenities and encourage internal capture of vehicle trips. The added purpose of this district is to allow limited agricultural activities on properties equal to or greater than five acres in size, located west of Interstate 95 and north of State Road 40. In order to achieve the goals of the suburban low density residential land use category, as provided in the future land use element of the Comprehensive Plan, all developments other than single-family rural subdivisions with a density of one unit per acre or higher shall only be allowed if submitted and approved as a Planned Residential Development (PRD) pursuant to PRD district regulations in LDC section 2-35.

B. DIMENSIONAL STANDARDS

1. Type	2. Density	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 Side/Corner	e. Waterbody
Permitted	1 unit per 2 acres	35'	35%	75%	2 acres	100'	None	30'	30'	10' total 30'	30'	30'
PRD Overlay	4.95	35'	35%	75%	8,800 SF	80'	110'	25'	20'	8' total 20'	20'	30'
Single-Family—connected to water	1 unit per acre	35'	35%	75%	1 acre	100'	None	30'	30'	10' total 30'	30'	30'
If abutting Granada Boulevard	See above, determine if connected to water	35'	35%	75%	See above, determine if connected to water	250' 150' if directly accessed by service road set back at least 25' from ROW	None	75'	30'	10' total 30'	75'	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Community Residential Home 2. Dwelling, Single-Family, Detached 3. School, Public	1. Adult Day Care Center 2. Adult Family Care Center 3. Agricultural Use, Minor 4. Assisted Living Facility 5. Family Day Care Home 6. Foster Home 7. Garden Center/Nursery 8. Group Home 9. Parks and Recreation Facilities, Private 10. Parks and Recreation Facilities, Public 11. Public Facilities 12. Public Utilities 13. Telecommunication Tower or Antenna, Camouflaged 14. Water Survival Instruction 15. Wind Energy System	1. Child Care Facility 2. Houses of Worship 3. School, Private	All development must comply with the following 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. All single-family residential buildings shall have a minimum floor area of 1,350 square feet.

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.

(Ord. No. 2013-13, § 4, 2-5-2013)

DRAFT

Planning Board minutes from

March 9, 2023

ITEM:

SE 2023-019

475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

A. ZMA 2023-019, 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment

Mr. Spraker, Planning Director, explained the request for ZMA 2023-019 from Paylin Tymber 1 & 2, LLC., with authorization from the property owner, Enclave of Timber Creek, LLC., for a Zoning Map Amendment for a 26± acre parcel from expired PRD, Planned Residential Development to SR, Suburban Residential. The property is located at 475 North Tymber Creek Road and the property owner proposes going one unit per acre. The dates that this item will go before City Commission are April 18th and May 2nd. Mr. Spraker concluded that staff recommends approval and that there is no site plan.

Chairman Thomas opened it up to the Board for discussion and entertained a motion.

Board Questions

Mr. Jorczak asked Mr. Spraker if the Board approves the proposal and if the applicant later decides to go to a higher density what the process would look like, and asked if they would have to stay with one acre as a minimum. Mr. Spraker replied that the process to go to less than one unit per acre is through a Planned Residential Development (PRD) and go through a neighborhood meeting, Planning Board and City Commission process. Mr. Spraker continued that if they stay with the Suburban Residential zoning district, it would still go through the Planning Board as a Preliminary Plat which subdivides land. The question would be if they meet the minimum lot size.

It was discussed that the land use is the same Suburban Low-Density as Southern Pines. It was determined that they came through a PRD as well.

Mr. Scudiero motioned to approve ZMA 2023-019, 475 North Tymber Creek Road, The Enclave, Zoning Map Amendment. Mr. Jorczak seconded it. Vote was called, and the motion was approved (7-0).

DRAFT

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 8.E
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	**Res./Ord. No:**	2023-23
Strategic Goal:	Community Development - Other		
Department :	Planning & Building		
Subject:	Land Development Code Amendment: Section 1-27, Impact Fees (Impact Fee Credits)		
Budget Impact:	There is an indirect budget impact associated with the LDC amendment. The amendment would ensure that impact fee credits do not expire, which may lead to less impact fee revenue because those credits expired after 10 years.		
Summary:	This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing 10% annual reduction of impact fee credits. The Planning Board recommended approval (7-0) at its March 9, 2023 meeting.		
Recommended Action:	It is recommended that the City Commission approve amendments to LDC, Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits, as shown in the attached Ordinance. The Ordinance has been updated from the Planning Board version to allow impact fees to be transferrable based on the Florida Statute Impact Fee Act.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	3/20/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	3/31/2023	

Joyce Shanahan, City Manager	4/12/2023	

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: Steven Spraker, Planning Director

Date: April 18, 2023

Subject: Land Development Code Amendment: Section 1-27, Impact Fees (Impact Fee Credits)

Commission Goal: Community Development - Other

Introduction

This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits.

Background

Impact fees are collected from builders or developers for new construction to help pay for increased infrastructure demands created by the new growth. The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities. Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs.

City staff have been in the process of updating the impact fees with a consultant, Raftelis Financial Consultants (Raftelis). One change in the application of impact fees that arose during the impact fee study update was how the city provides impact fee credits. Impact fee credits are currently provided for existing buildings that are demolished. The existing regulations decrease impact fee credits by ten percent (10%) yearly if no new construction is performed. After 10 years, all impact fee credits would expire and any new development would be assessed full impact fees. An amendment to Section 1-27 of the Land Development Code was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit agreements that prevent credits from declining ten percent (10%) yearly over ten (10) years after the final inspection date of the demolition of land with building improvements. It is important to note that projects that increase residential units or building square footage are required

to pay the difference between the impact fee credits and the proposed new development.

Discussion

As the result of the study, it has been recommended that city impact fees should not expire or decrease ten percent (10%) yearly. At a February 21, 2023, City Commission discussion item, direction was provided to move forward with a LDC amendment in advance of the full Ordinance adopting the impact fee study. **The purpose of this LDC amendment is to delete the reduction of impact fee credits by ten percent (10%) per year after the final demolition date and to establish standards for impact fee credits.**

Planning Board
The Planning Board reviewed the proposed LDC amendment at its March 9, 2023 meeting and recommended approval (7-0). City staff identified that the original version of the amendment presented to the Planning Board needed to be changed to delete the provision that impact fee credits are not transferrable. In discussions with the consultant, state statutes require that impact fee credits are transferrable within a jurisdiction. There were no individuals who spoke for or against the proposed LDC amendment.

Budget Impact

There is an indirect budget impact associated with the LDC amendment. The amendment would ensure that impact fee credits do not expire, which may lead to less impact fee revenue because those credits expired after 10 years.

Citizen Impact

The LDC amendment is not expected to have a citizen impact. The amendment seeks to update impact fee credits, including the deletion of the existing 10% annual reduction of impact fee credits.

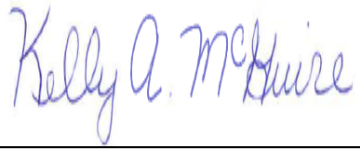
Recommendation

It is recommended that the City Commission approve amendments to LDC, Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits, as shown in the attached Ordinance. The Ordinance has been updated from the Planning Board version to allow impact fees to be transferrable based on the Florida Statute Impact Fee Act.

Attachments:

1. 23-23 Impact fees LDC Amendment (P23-0058G)
2. 03.09.2023, LDC Amendment, Section 1-27, Impact Fees (Impact Fee Credits)
3. 03.09.2023, LDC Amendment, Section 1-27, Impact Fees (Impact Fee Credits)

Approvals:



Kelly McGuire, Finance Director — Date: March 20, 2023



Claire Whitley, Assistant City Manager — Date: March 31, 2023



Joyce Shanahan, City Manager — Date: April 12, 2023

ORDINANCE NO. 2023-23

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE IV, SCHEDULE OF DEVELOPMENT REVIEW AND IMPACT FEES, SECTION 1-27, IMPACT FEES, OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY UPDATING THE PROVISION OF IMPACT FEE CREDITS; 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 IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact fees, of the City of Ormond Beach *Land Development Code* to update the provision of impact fee credits, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on March 9, 2023, 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 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 1-27, Impact fees, of Article IV, Schedule of Development Review and Impact Fees, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 1-27. Impact fees.

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.

(1) *Fees imposed.* The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.

a. *Distribution factors for impact fees by type of use. ***No change in existing text****

b. *Distribution factors for water, sewer, reclaimed water. ***No change in existing text****

c. *Expansion of an existing connection. ***No change in existing text****

d. *Bond credits. ***No change in existing text****

e. *Renovation/redevelopment projects.*

1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.

2. Land with building improvements shall be vested with impact fee credit~~.~~ as follows: ~~Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.~~

   a) Impact fees shall be vested with impact fee credits and these credits shall not expire over time.

   b) It shall be the responsibility of the property owner to provide documents demonstrating previous buildings on a property seeking impact fee credits.

   c) Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:

      1. Square footage and use of the building.

      2. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.

   d) Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.

f. *Cost-of-living adjustment. ***No change in existing text****

g. *Payment of fees outside city limits. ***No change in existing text****

h. *Annexations. ***No change in existing text****

(2) *Administration of impact fee funds. ***No change in existing text****

(3) *Dedications or construction of facilities in lieu of parks and recreation fee. ***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, 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 18th day of April, 2023.

PASSED UPON at the second and final reading of the City Commission, this 2nd day of May, 2023.

_____
BILL PARTINGTON
Mayor

ATTEST:

_____
SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach
Department of Planning

MEETING DATE: March 9, 2023

SUBJECT: LDC amendment: Section 1-27, Impact Fees (Impact Fee Credits)

APPLICANT: Administrative

NUMBER: LDC 2021-019

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits.

BACKGROUND: Impact fees are collected from builders or developers for new construction to help pay for increased infrastructure demands created by the new growth. The City of Ormond Beach has assessed impact fees for water and sewer since 1974. An impact fee for recreational facilities was added in 1987 and a comprehensive impact fee ordinance was adopted in 1990. The 1990 ordinance included impact fees for the full range of capital facilities. Impact fees are an important component of the city's comprehensive planning process and a necessary tool to ensure that new growth pays its fair share of capital improvement costs.

City staff have been in the process of updating the impact fees with a consultant, Raftelis Financial Consultants, "Raftelis". The tentative schedule for impact fee updates are as follows:

Tentative Date	Meeting
March 9, 2023	Planning Board discussion item
Week of March 20, 2023	1st public meeting - Extraordinary circumstances public meeting (state statute)
Week of March 27, 2023	2nd public meeting - Extraordinary circumstances public meeting (state statute)
April 13, 2023	Planning Board - Impact Fee Ordinance (LDC portion)
May 16, 2023	City Commission (1st) - Impact Fee Ordinance
June 6, 2023	City Commission (2nd) - Impact Fee Ordinance
September 4, 2023	Effective date of Impact Fee Ordinance

One change in the application of impact fees that arose during the impact fee study update was how the city provides impact fee credits. Impact fee credits are currently

provided for existing buildings that are demolished. The existing regulations decrease impact fee credits by ten percent (10%) yearly if no new construction is performed. After 10 years, all impact fee credits would be expired and any new development would be assessed full impact fees. An amendment to Section 1-27 of the Land Development Code was adopted per Ordinance No. 2015-44 to allow the City Commission to approve impact fee credit agreements that prevent credits from declining ten percent (10%) yearly over ten (10) years after the final inspection date of the demolition for land with building improvements. It is important to note that projects that increase residential units or building square footage are required to pay the difference between the impact fee credits and the proposed new development.

As the result of the study, it has been recommended that city impact fees should not expire or decrease ten percent (10%) yearly. At a February 21, 2023, City Commission discussion item, direction was provided to move forward with a Land Development Code amendment in advance of the full Ordinance adopting the impact fee study. **The purpose of this Land Development Code amendment is to delete the reduction of impact fee credits by ten percent (10%) per year after the final demolition date and to establish standards for impact fee credits.**

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.

Section 1-27 of the Land Development Code:

Sec. 1-27. Impact fees.

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.

(1) *Fees imposed.* The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.

a. *Distribution factors for impact fees by type of use. ***No change in existing text****

b. *Distribution factors for water, sewer, reclaimed water. ***No change in existing text****

c. *Expansion of an existing connection. ***No change in existing text****

d. *Bond credits. ***No change in existing text****

e. *Renovation/redevelopment projects.*

1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.

2. Land with building improvements shall be vested with impact fee credit. as follows: Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.

   a) Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:

      1. Square footage and use of the building.

      2. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.

   b) Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.

   c) Impact fee credits shall only be provided for the property where they were established with building improvements and are not transferrable to other properties.

   d) No financial credit shall be provided for any unused impact fee credits.

f. *Cost-of-living adjustment. ***No change in existing text****

g. *Payment of fees outside city limits. ***No change in existing text****

h. *Annexations. ***No change in existing text****

(2) *Administration of impact fee funds. ***No change in existing text****

(3) *Dedications or construction of facilities in lieu of parks and recreation fee. ***No change in existing text****

The amendment deletes the ten percent (10%) per year decrease in value each year. The amendment seeks to have demolition applications to provide information on the existing building square footage, the use, and the number of plumbing fixtures. The amendment clarifies that impact fees are not transferrable from where the building existed. The amendment also states that there is no cash value for the impact fee credit and property owners would not be refunded in cash.

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 update the Land Development Code to implement a recommendation from the impact fee update study. Impact fee credits are an important aspect of redevelopment. 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 the provision of impact fee credits. 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 IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Fees, to update impact fee credits, including the deletion of the existing ten percent (10%) annual reduction of impact fee credits, as shown in Attachment 1.

Attachments:

Attachment 1: Proposed Land Development Code amendment
Attachment 2: Impact Fee Study - Executive Summary

Chapter 1 – General Administration, Article IV. – Schedule of Development Review and Impact Fees

Sec. 1-27. Impact fees.

The purpose of this section is to ensure that new development does not impose a financial burden on existing residents by establishing comprehensive impact fees to be paid prior to the issuance of a building permit (unless otherwise provided by the Code of Ordinances), change in occupancy permit which may affect the fee schedule, or site development permit for nonstructural uses within the types of developments hereinafter specified. The said fees are levied in order to provide an adequate funding source for the capital improvements identified in the city's comprehensive plan, the need for which is generated by new development; to facilitate the orderly expansion of the city's roadway system, drainage system, water supply system, wastewater treatment system, the establishment and expansion of the reclaimed water system; and to provide for adequate park and recreation facilities, public safety and general city services.

(1) *Fees imposed.* The following types of impact fees are hereby imposed: cultural facilities, local roads, parks and recreation, stormwater, and water, sewer and reclaimed water. These fees shall be charged upon the specific types of development noted in subsections (1)a and (1)b of this section, when constructed in the city.

a. *Distribution factors for impact fees by type of use.* ***No change in existing text***

b. *Distribution factors for water, sewer, reclaimed water. ***No change in existing text****

c. *Expansion of an existing connection. ***No change in existing text****

d. *Bond credits. ***No change in existing text****

e. *Renovation/redevelopment projects.*

1. Impact fees shall be charged on the basis of the difference between current and future impacts for renovation projects and for sites redeveloped within five (5) years from the last date of occupancy. Cost differences shall reflect changes in occupancy or use, floor area, number of units or any other measurement used in the calculation of impact fees.

2. Land with building improvements shall be vested with impact fee credit~~.~~ <u>as follows:</u> ~~Such fee credit shall be reduced by ten percent (10%) each year beginning one (1) year from the date a permitted demolition occurs. Preservation of full impact fee credit may continue as an incentive to abate blighted structures beyond the date of demolition provided the city commission approves such credit through a development agreement or other acceptable legal instrument to the city.~~

<u>a) Property owners of non-residential buildings that are proposed to be demolished shall provide the following information to the Chief Building Official for impact fee credits:</u>

<u>1. Square footage and use of the building.</u>

2. An inventory of existing plumbing fixture units on the adopted Equivalent Living Unit (ELU) form. Non-residential buildings without an inventory of plumbing fixture units shall be provided water and wastewater connection fee credits based upon typical fixture counts for the use.

b) Residential impact fee credits shall be based upon the dwelling unit or units on the property. Property owners shall provide the Chief Building Official the number of dwelling units, type of use, and building square footage for impact fee credits.

c) Impact fee credits shall only be provided for the property where they were established with building improvements and are not transferrable to other properties.

d) No financial credit shall be provided for any unused impact fee credits.

f. *Cost-of-living adjustment.* ***No change in existing text***

g. *Payment of fees outside city limits. ***No change in existing text****

h. *Annexations. ***No change in existing text****

(2) *Administration of impact fee funds. ***No change in existing text****

(3) *Dedications or construction of facilities in lieu of parks and recreation fee. ***No change in existing text****

EXECUTIVE SUMMARY AND RECOMMENDATIONS

Executive Summary

The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to new development responsible for such costs. To the extent new population growth and associated development imposes identifiable capital costs to municipal services, equity and modern capital funding practices suggest the assignment of such cost to those residents or system users responsible for such costs. The City of Ormond Beach (City) has recognized this capital funding strategy as being an appropriate method of funding the certain future capital requirements of the City. The City has, in the past, adopted impact fees for the following municipal services:

- Parks and Recreation
- Stormwater
- Transportation

This report addresses the impact fees associated with parks and recreation, stormwater, and transportation (collectively, the "Municipal Services Impact Fees"). The City currently has impact fees for all these services as noted above. Raftelis Financial Consultants, Inc. (Raftelis) was retained to review and develop proposed fees, as appropriate. In addition, Raftelis was tasked to conduct a feasibility study for police and fire services in order to determine if the City should consider implementing police and fire impact fees.

Based on the subsequent discussions in this section, the following table summarizes the City's existing to proposed impact fees for the single-family residential classification as follows:

Single-family Residential Impact Fees		
	Existing Fees	Proposed Fess
Parks and Recreation	$1,312.24	$1,968.00
Stormwater	119.39	0.00
Local Roads	162.61	864.59
Total	**$1,594.24**	**$2,832.59**

Mobility Fees		
	Existing Fees	Proposed Fess
Rate per Person Trip	$16.00	$85.67

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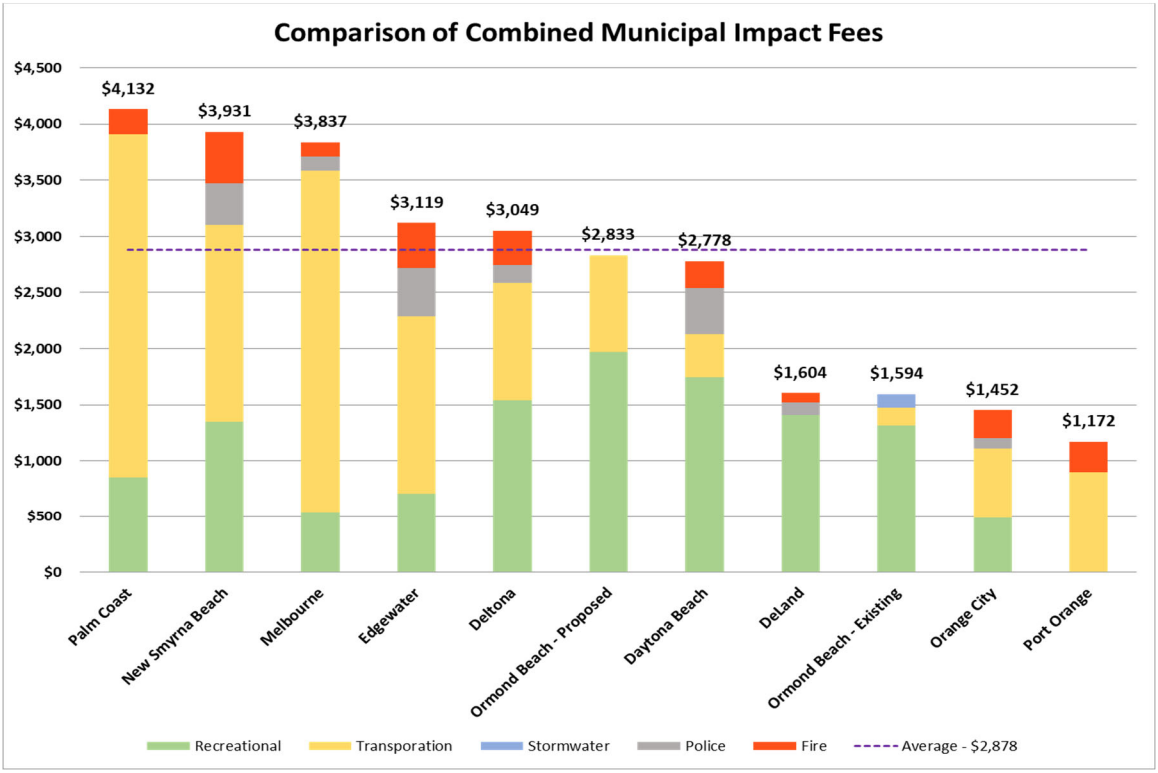
A comparison of the City's existing and proposed single-family residential impact fees levels to other local municipalities is shown below for informational purposes.



As shown above, the City's calculated impact fees are comparable to the impact fees charged other Florida communities surveyed.

The existing and proposed fee shown above for parks and recreation is only charged to residential properties, while fees for roads are also charged to non-residential properties. The non-residential fees are unique to the service requirements of each property. A detailed discussion on impact fees for both residential and non-residential properties is provided for in subsequent sections of this study report.

Findings and Recommendations

The following is a summary of the observations and recommendations following our investigation, analyses, and preparation of this report:

1. The impact fees must be reasonably related to the cost of providing capital facilities / equipment needed to accommodate new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed to meet these Florida legal requirements.

2. Pursuant to Florida Statutes Section 163.31801, the City must provide notice no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee.

3. Collection of the fee may not be required before the issuance of the building permit.

4. In compliance with Florida Statutes the City should collect and maintain revenue from each type of municipal fee in designated sub-accounts and use such fees on those facilities designated for each purpose.

5. The City should adopt the impact fees as proposed to ensure adequate funding sources are available to fund future service expansion projects needed to provide the identified level of service to new growth.

6. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally in order to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.

7. For reasons detailed in Section 4 of this report the City should consider the discontinuation of its stormwater impact fees.

8. The City should revise its impact fee credit policy so that credits from demolitions will no longer have an expiration date.

9. As detailed in Sections 6 and 7 of this report, we recommend that the City consider pursuing the development and establishment of police and fire protection impact fees.

The subsequent sections of this report provide detailed discussions on the existing and proposed impact fees for parks and recreation services, stormwater service, and local roads / mobility service as well as a discussion on the police and fire feasibility analyses and recommendations.

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DRAFT

Planning Board minutes from March 9, 2023

ITEM:

SE 2021-019

LDC amendment: Section 1-27, Impact Fees (Impact Fee Credits)

C. LDC 2021-019, Land Development Code Amendment: Section 1-27, Impact Fees

Mr. Spraker, Planning Director, explained LDC 2021-019, an administrative amendment to the Land Development Code (LDC), Chapter 1, General Administration, Article IV, Schedule of Development Review and Impact Fees, Section 1-27, Impact Frees, to update impact fee credits, including the deletion of the existing 10 percent annual reduction of impact fee credits.

Mr. Spraker advised that when a building is demolished in a project, the impact fees expire 10 percent per year. After 10 years, all of the impact fee credits are lost. He continued that in 2015, there was a provision placed in the Code that specified that impact fee preservation can be done. Through the impact fee process there was advise given from the City's consultant that the impact fees should not be expired. If a use was there and it was demolished, the impact fees have been pain and satisfied, and the provision should be removed from the Code. The fees can be transferable by state law, therefore it is being asked for item C to be struck from the amendment.

Ms. Shull asked what impact fees pay for. Mr. Spraker replied that impact fees pay for capital facilities that new development creates, such as waterlines, sewer lines, capacity of the plant, turn-lane, sidewalk, trail, park and recreation. It allows capital facilities that are needed based on new growth. Examples were discussed.

Chairman Thomas ensured that no one from the public was present to speak on the subject, then opened it up to the Board for discussion and entertained a motion.

Mr. Railsback motioned to approve LDC 2021-019, Land Development Code Amendment: Section 1-27, Impact Fees. Mr. Galloway seconded it. Vote was called, and the motion was approved (7-0).

DRAFT

Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 8.F
Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Resolution	**Res./Ord. No:**	2023-83
Strategic Goal:	Community Development - Other		
Department :	Planning & Building		
Subject:	Ormond Gateway Preliminary Plat, Revision to 8 Lots		
Budget Impact:	No budget impact is expected with this application.		
Summary:	This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC., for a preliminary plat located at 1670 North U.S. Highway 1, 1662 North U.S. Highway 1, and no address (parcel number: 3136-01-66-0070) for an eight-lot commercial subdivision with associated site improvements.		
Recommended Action:	It is recommended to approve the preliminary plat for the subdivision of land for an 18.17-acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) into an eight (8)-lot commercial subdivision with associated site improvements. The Planning Board recommended approval of the application by a 7-0 vote.		
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341		

Approval:

Kelly McGuire, Finance Director	4/3/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/3/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

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: April 18, 2023

Subject: Ormond Gateway Preliminary Plat, Revision to 8 Lots

Commission Goal: Community Development - Other

Introduction

This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC., for a preliminary plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for an eight (8)-lot commercial subdivision with associated site improvements.

Background

The subject property has a Future Land Use classification of "Low Intensity Commercial" and "Tourist Commercial" and a zoning designation of B-7, Highway Tourist Commercial. The B-7, Highway Tourist Commercial zoning district, Section 2-28 of the Land Development Code, requires a minimum lot width of 100' and a minimum lot size of 20,000 square feet.

The following City Commission actions have occurred on this property:

1. Ordinance 2016-28, approved September 20, 2016, authorized the vacation of 60' platted and unimproved right-of-way of Pennsylvania Avenue that bisected the property.
2. Resolution 2021-48, approved February 16, 2021, authorized a three (3)-lot commercial subdivision preliminary plat.
3. Ordinance 2021-24, approved August 4, 2021, authorized a three (3)-lot commercial subdivision final plat.

No action has occurred since the final plat approval on the three lot plat.

Discussion

The purpose of the application is the development of a commercial subdivision of eight (8) lots including the installation of utilities, stormwater management, compensating storage ponds, improvements in the Florida Department of Transportation right-of-way (driveway access, utilities and sidewalk) and Greenbelt landscape plantings. This submittal is a revision/amendment to the approved plat for a three (3)-lot commercial subdivision. The improvements associated with the preliminary plat will establish common improvements that would be used for all eight lots. The individual development of the lots would require a separate Site Plan Review Committee (SPRC) review and approval. The project has indicated the uses would include a convenience/gas store for lot 2. The uses for the other lots have not been determined at this time.

Planning Board
The Planning Board reviewed the preliminary plat at its March 9, 2023 meeting and recommended approval by a 7-0 vote. There were no individuals who spoke for or against the application. The Planning Board minutes are attached to the project item.

Budget Impact

No budget impact is expected with this application.

Citizen Impact

The Preliminary Plat is a subdivision of land within a commercial zoning designation along North U.S. Highway 1 in the area of I-95. No citizen impact is expected with the application.

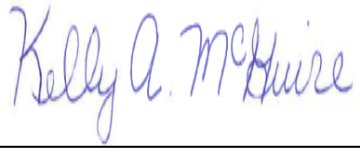
Recommendation

It is recommended to approve the preliminary plat for the subdivision of land for an 18.17-acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) into an eight (8)-lot commercial subdivision with associated site improvements. The Planning Board recommended approval of the application by a 7-0 vote.

Attachments:

1. 23-83 Ormond Gateway Preliminary Plat (P23-0056G)
2. Exhibit A, legal description, Ormond Gateway, V2
3. Exhibit B, OG Construction Plans, V2 - 8 lot
4. Exhibit C, OG Preliminary Plat
5. 03.09.2023, Ormond Gateway Preliminary Plat (8 lot), PB Staff Report (8.5X11)
6. 03.09.2023, Ormond Gateway Preliminary Plat (8 lot), DRAFT PB Minutes

Approvals:



Kelly McGuire, Finance Director — Date: April 03, 2023



Claire Whitley, Assistant City Manager — Date: April 03, 2023



Joyce Shanahan, City Manager — Date: April 12, 2023

RESOLUTION NO. 2023-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING A PRELIMINARY PLAT FOR THE "ORMOND GATEWAY", A COMMERCIAL SUBDIVISION OF LAND; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Destination Interchange, LLC, a Florida limited liability company is owner of the real property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and property having no physical address (Volusia County parcel number: 3136-01-66-0070), and

WHEREAS, the City's Site Plan Review Committee has reviewed the preliminary plat, including details pertaining to clearing/tree removal, protected areas, stormwater retention areas, compensating storage, lot elevations, and utilities and recommends approval, and

WHEREAS, Planning Board has reviewed the preliminary plat and provided its recommendation for approval, and

WHEREAS, the City Commission concurs with the recommendations of the Site Plan Review Committee 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 the preliminary plat for the "Ormond Gateway" commercial subdivision to be situated on the property attached hereto as Exhibit "A" and as shown in the construction plans attached hereto as Exhibit "B" and preliminary plat attached hereto as "Exhibit "C", all of which are incorporated herein by reference, subject to full and continuous compliance to the B-7 (Highway Tourist Commercial) zoning district.

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 **April 18, 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 "Ormond Gateway" subdivision.

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

APPROVED AND AUTHENTICATED, this 18th day of April, 2023.

_____

BILL PARTINGTON
Mayor

ATTEST:

_____

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT "A"

Legal Description

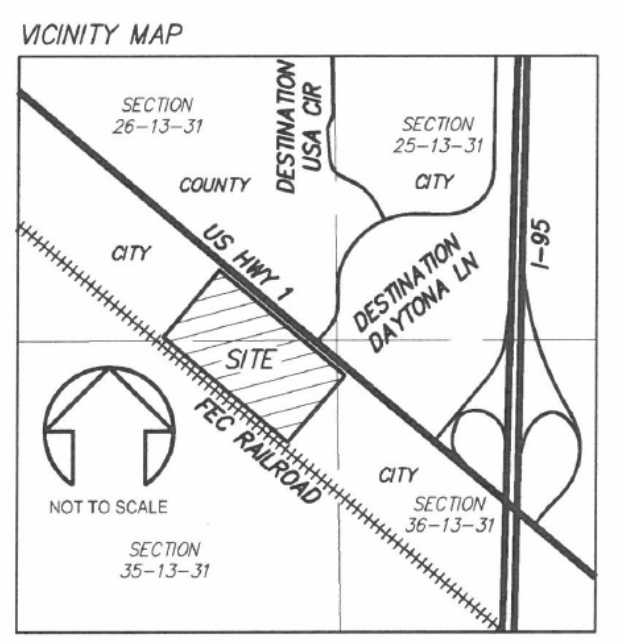
LEGAL DESCRIPTION:

LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS AND VACATED PENNSYLVANIA AVENUE, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 248.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S49°52'16"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 402.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250–252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°12'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 651.86 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT–OF–WAY; THENCE N49°45'01"W, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN N40°01'49"E, A DISTANCE OF 651.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S49°45'11"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 18.17 ACRES, MORE OR LESS.

Location map



APPLICANT: Destination Interchange, LLC
OWNER: Destination Interchange, LLC
ADDRESS: 1662 North U.S. Highway 1 and 1670 North U.S. Highway 1
PARCEL ID# 3126-00-00-0170, 3136-01-65-0010, and 3136-01-66-0070

ORMOND GATEWAY SUBDIVISION

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:
DESTINATION INTERCHANGE, LLC.
1325 OAK FOREST DR.
ORMOND BEACH, FL 32174
(386) 795-2008

CONTACT PERSON: STEPHEN SEVIGNY
e-mail: sasevigny@hotmail.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)

CONTACT: HALUK (LUKE) KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:
MARK DOWST & ASSOCIATES, INC.
536 NORTH HALIFAX AVE., SUITE 100
DAYTONA BEACH, FL 32118
(386) 258-7999
(386) 257-4310 (FAX)

CONTACT PERSON: LEE H. DOWST, PLS
e-mail: ldowsts@mdaeng.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)

CONTACT PERSON: JAKE STEHR, LA
e-mail: jstehr@zevcohen.com

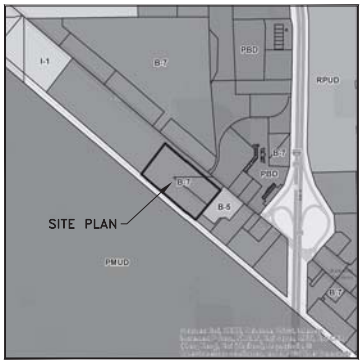
PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF MULTI-USE COMMERCIAL PROPERTY DIVIDED INTO 8 PARCELS, LOT #1A & 1B, LOT #2, LOT #3A, 3B & 3C, LOT #4 WITH A DRY & WET COMBINATION MASTER STORM WATER SYSTEM.

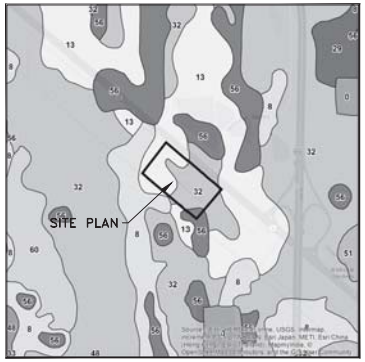
SITE INFORMATION:		
SITE ADDRESS:	1660-1662-1670 N. US HWY 1.	
PROJECT AREA:	18.17 AC	
TAX PARCEL I.D. #:	31-26-00-00-0170; 31-36-01-65-0010; 31-36-01-66-0070	
EXISTING ZONING:	B-7 (HIGH TOURIST COMMERCIAL)	
PROPOSED ZONING:	B-7 (HIGH TOURIST COMMERCIAL)	
EXISTING LAND USE:	UNDEVELOPED HEAVILY WOODED	
PROPOSED LAND USE:	COMMERCIAL	
UNIT/LOT COUNT:	8	
SETBACKS:		
FRONT:	51'	
SIDE:	10'	
REAR:	20'	
REQUIRED LANDSCAPE BUFFER(S):		
GREENBELT BUFFER	FRONT 36'	
LANDSCAPE BUFFER	REAR 20', SIDES 10'	
LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	4.210 AC	23.16%
UPLAND AREA	13.965 AC	76.84%
PROPOSED CONDITIONS		
POND AREA(S)	1.306 AC	7.2%
LANDSCAPE/OPEN SPACE	8.603 AC	47.3%
TOTAL PERVIOUS	9.909 AC	54.5%
70% OF IMPERVIOUS OVER LOT #1 AREA	2.008 AC	11.1%
85% OF IMPERVIOUS OVER LOT #2 AREA	4.651 AC	25.6%
70% OF IMPERVIOUS OVER LOT #3 AREA	1.568 AC	8.6%
LIFT STATION/OTHERS	0.039 AC	0.2%
TOTAL IMPERVIOUS	8.266 AC	45.5%



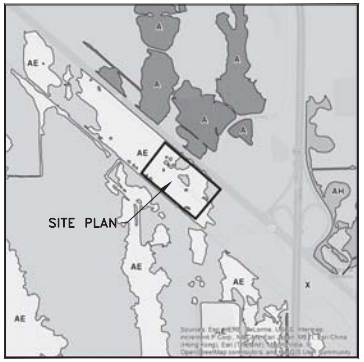
VICINITY MAP
SCALE: 1" = 2000'



ZONING MAP
SCALE: 1" = 1000'
CURRENT ZONING FOR THIS SITE IS: B-7



SOILS MAP
SCALE: 1" = 1000'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
13-CASSIA FINE SAND; 32-MYAKKA FINE SAND; 56-SAMSULA MUCK



FLOOD ZONE MAP
SCALE: 1" = 1000'
THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS PANEL 12035C0335E DATED 6/6/19

SHEET INDEX:

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	GEOMETRY, SIGNAGE & STRIPING PLAN
C8	PAVING, GRADING & DRAINAGE PLAN
C9	UTILITY PLAN
C10-C11	OFF-SITE IMPROVEMENTS
C12-C21	CONSTRUCTION DETAILS
C22-C23	MOT CONSTRUCTION DETAILS
TP1-TP2	TREE PROTECTION PLAN AND DETAILS
LA1-LA3	LANDSCAPE PLANS AND DETAILS
IR1-IR4	IRRIGATION PLANS AND DETAILS

LEGAL DESCRIPTION:

PARCEL 1 (PER O.R.B. 6806, PG. 670)

LOTS 1 THROUGH 8, INCLUSIVE, LOTS 21 THROUGH 32, INCLUSIVE, BLOCK 65, EXCEPT THAT PORTION IN STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), TOGETHER WITH A PORTION OF THE 15 FOOT ALLEY LYING WITHIN BLOCK 65, AND A PORTION OF FLAGLER ROAD, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHERLY MOST CORNER OF SAID LOT 21 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 21, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 47 MINUTES 59 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 737.81 FEET TO THE SOUTH LINE OF PENNSYLVANIA AVENUE; THENCE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 46.36 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID PENNSYLVANIA AVENUE, A DISTANCE OF 454.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1); THENCE SOUTH 49 DEGREES 52 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 355.86 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8 AND LOT 21, A DISTANCE OF 294.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.074 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2 (PER O.R.B. 6790, PG. 3629)

LOTS 7 THROUGH 23, INCLUSIVE, AND A PORTION OF THE DEMONSTRATION GARDEN LYING WITHIN BLOCK 66, AND A PORTION OF FLAGLER ROAD, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EASTERLY MOST CORNER OF SAID LOT 7 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE CONTINUE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 150.00 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA EAST COAST RAILWAY RIGHT OF WAY; THENCE NORTH 49 DEGREES 47 MINUTES 59 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,100.00 FEET TO THE SOUTHEAST CORNER OF LOT 22, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG SAID SOUTH LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 46.36 FEET TO THE CENTERLINE OF SAID FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE SOUTH 49 DEGREES 47 MINUTES 59 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 737.81 FEET TO THE NORTHEASTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7; THENCE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.974 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 3 (PER O.R.B. 6528, PG. 3531)

A PORTION OF THE LANDS DESCRIBED ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4989, PAGES 2211 THROUGH 2250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PART OF PARCEL "F" EAST OF RAILROAD

A PORTION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS;

AS A POINT OF REFERENCE COMMENCE AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 246.53 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 1006.31 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY, A 100 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 44 MINUTES 55 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY A DISTANCE OF 46.29 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 08 MINUTES 50 SECONDS EAST, A DISTANCE OF 650.21 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 49 DEGREES 53 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING, SAID DESCRIPTION INCLUDES A 30 FOOT RIGHT OF WAY ALONG THE SOUTH LINE.

PARCEL CONTAINING 6.4 ACRES OF LAND MORE OR LESS. (WITHOUT R/W, PARCEL CONTAINS 5.726 ACRES, MORE OR LESS)

NOTE:

ACCORDING TO FEDERAL EMERGENCY MANAGEMENTS AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0164K, VOLUSIA COUNTY, FLORIDA REVISED DATE OF SEPTEMBER 29, 2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOODING) AND "AE" (AREA DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 29.00, FEET, NAVD 88 (OLDER FEET, NGVD 29).

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	02/15/23	HK	RESUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY
SUBDIVISION
FINAL ENGINEERING PLANS
COVER SHEET
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19006-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 01_19006 WA _COV
XREFS:
XREFS:

HALUK KILIC P.E., NO 84241
NOT VALID WITHOUT SEAL

SHEET: C1 OF 23

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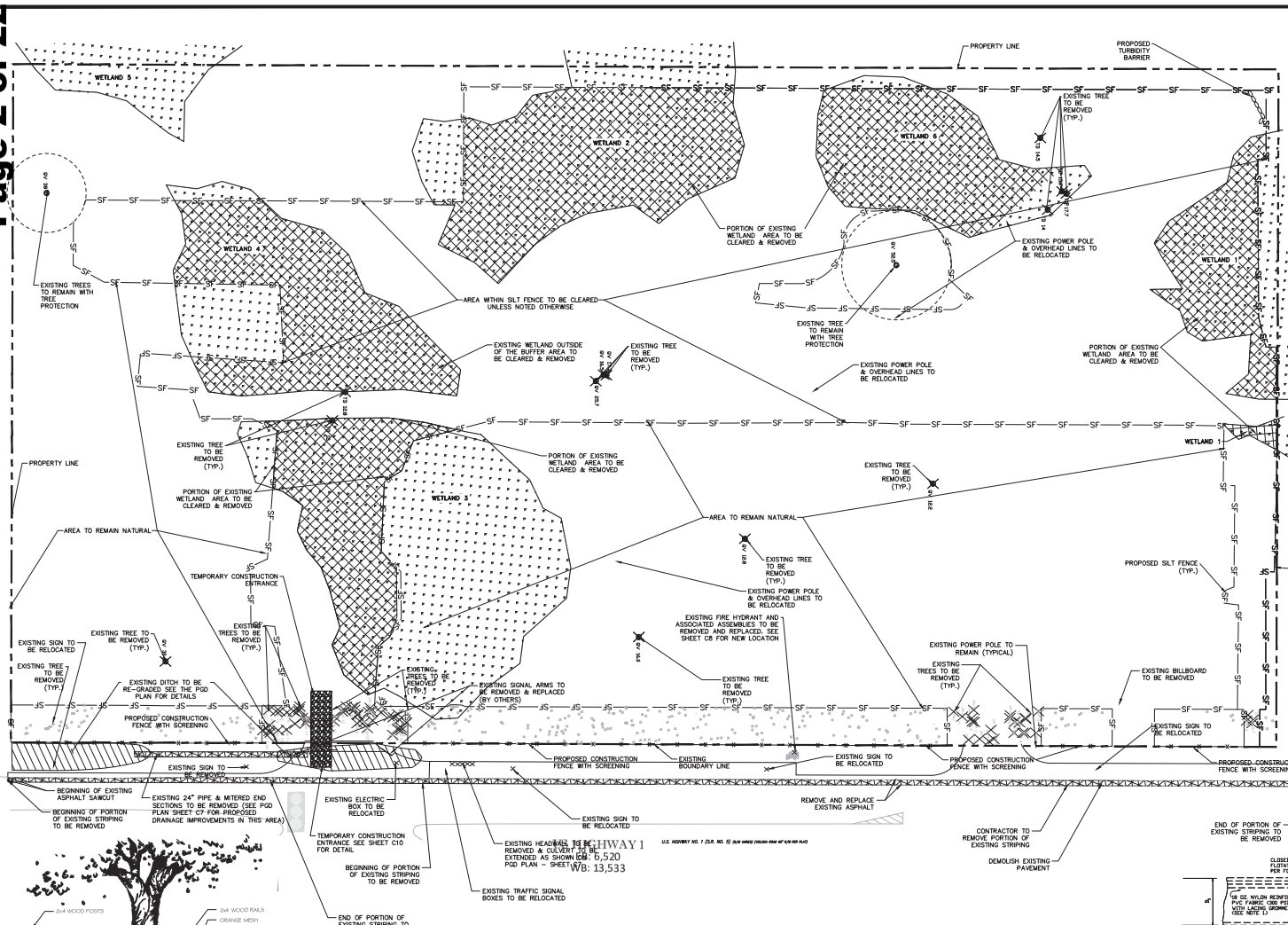
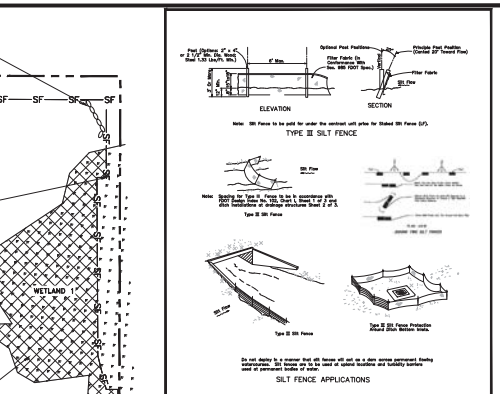


1 TREE PROTECTION BARRICADE DETAIL
SCALE: N.T.S.

1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
   - UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS
   - SKINNING AND BRUISING OF BARK
   - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP LINE
   - POOT DRIVEHICULAR TRAFFIC
   - PARKING VEHICLES WITHIN DRIP LINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET, BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 2-2 X 4 POSTS AND 2-2x4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE 5'ET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHALL BE A MINIMUM CLEAR DISTANCE AS DETERMINED BY THE DRIP LINE AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK AND APPROVED BY THE CITY. EXTRA CARE MUST BE TAKEN AT THIS TIME BY THE CONTRACTOR TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
4. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE COUNTY FORESTER.



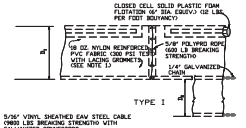
STANDARD CONSTRUCTION DETAIL
EROSION CONTROL – SILT FENCE
INDEX M-15
DEC 2020

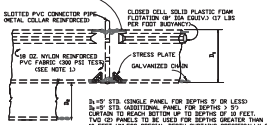


LEGEND:

- PROPOSED TURBIDITY BARRIER
- SF — PROPOSED SILT FENCE
- PROPOSED CONSTRUCTION FENCE WITH SCREENING
- SOIL BORING LOCATION (REFER TO GEOTECHNICAL REPORT)
- EXISTING WETLANDS
- PROPOSED DEMOLITION AREA
- PROPOSED DIRECT WETLAND IMPACT
- EXISTING SPECIMEN/HISTORIC TREES TO REMAIN (SEE TREE PROTECTION PLAN TP1 & TP2 FOR THE REMAINDER OF THE TREES TO REMAIN ON-SITE)
- EXISTING SPECIMEN TREES TO BE REMOVED
- EXISTING TREES TO BE REMOVED WITHIN THE GREEN BELT BUFFER (SEE TREE PROTECTION PLAN FOR DETAILS)
- EXISTING TREES TO REMAIN WITHIN THE GREEN BELT BUFFER (SEE TREE PROTECTION PLAN FOR DETAILS)

NOTES:
1. SEE TREE PROTECTION PLAN FOR ALL TREES TO REMAIN AND TO BE REMOVED.





NOTE:
1. USE 18 OZ. NYLON REINFORCED PVC FABRIC FOR STANDING WATER. USE FILTER FABRIC FOR FLOWING WATER.

NOTICE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE CITY.

FLOATING TURBIDITY BARRIER DETAIL

ZEVCOHEN
ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO.	DATE	BY	SUBMITTALS REVISIONS
1	02.03.23	HK	RESUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
DEMOLITION & EROSION CONTROL PLAN
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19006-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 05_19006 WA_ECP
XREFS: 19006_BS1.DWG
XREFS: 19006_SURV.DWG

HALIK KILIC P.E., NO.84246
NOT VALID WITHOUT SEAL

SHEET: C5 OF 23

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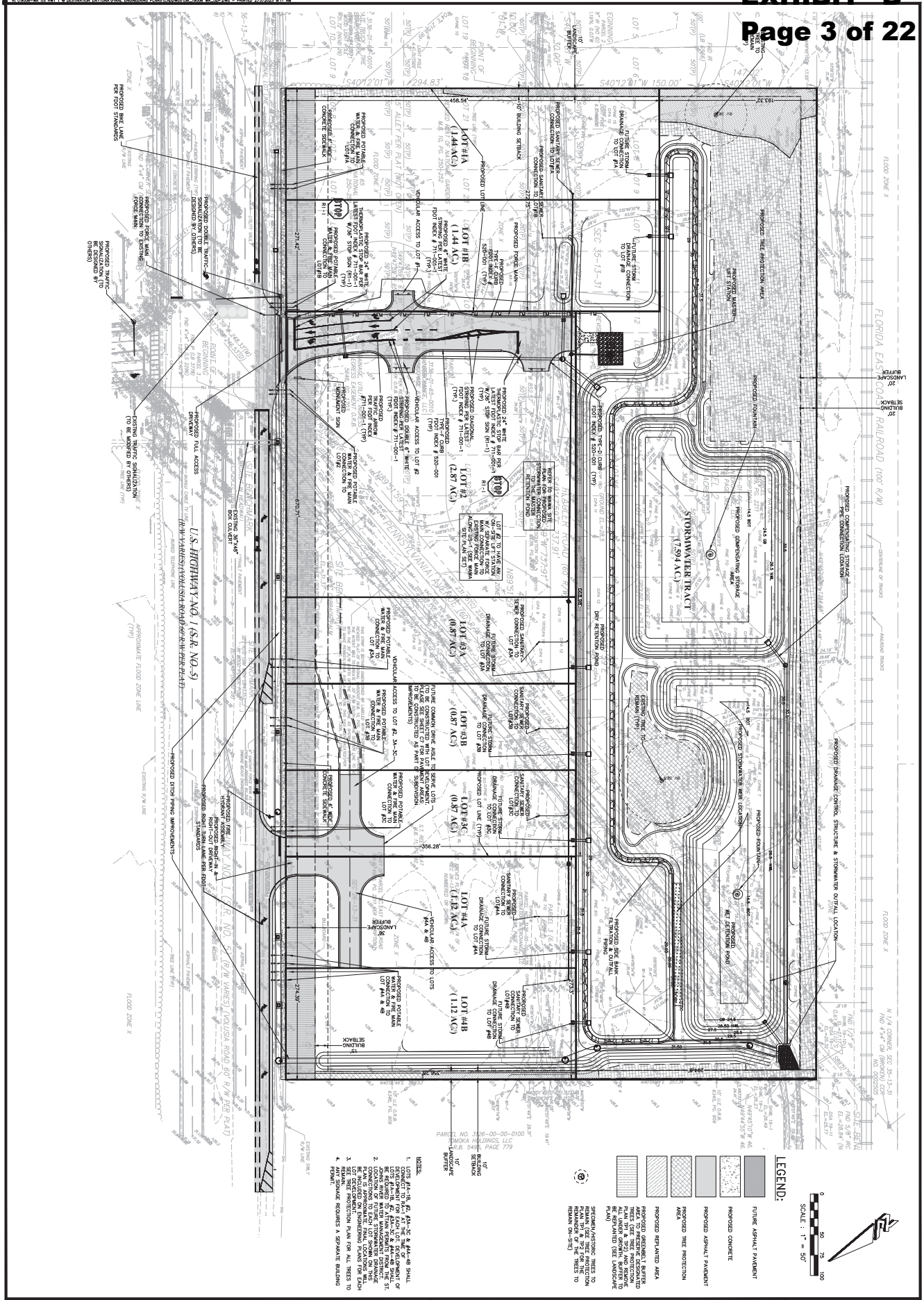


ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
OVERALL SUBDIVISION PLAN

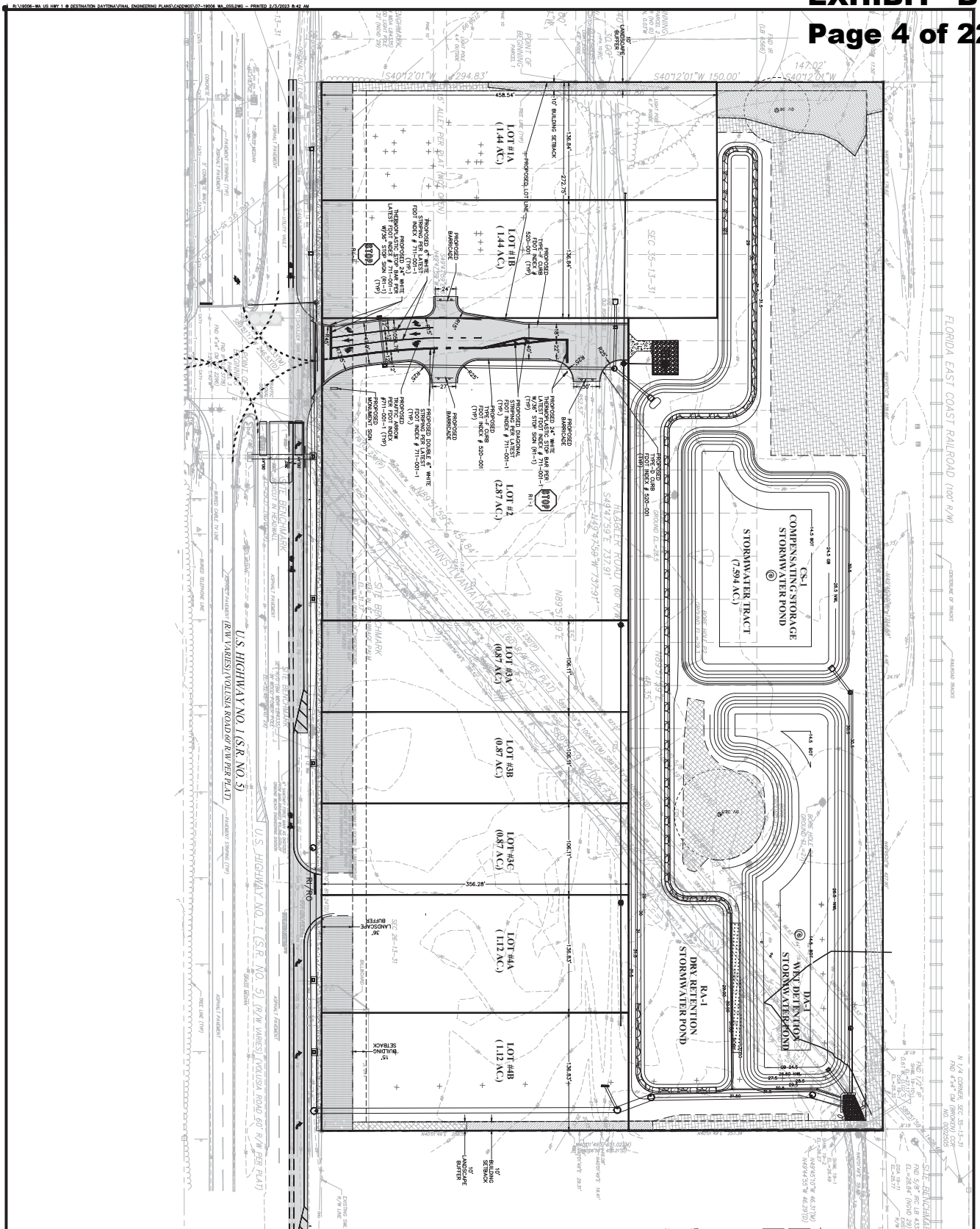
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	02-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. 204
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

PROJECT NO. 23-19006WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
SHEET C6 OF 23



ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	02-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

PROJECT NO. 02.19006WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DOCUMENT PATH: R:\19006 WA_US1 BUILDING STEPS 19006 WA_SIGNS
HOLA/SCOTT/CHRISTIAN/JOSH
SHEET C7 OF 23

EXHIBIT "B"

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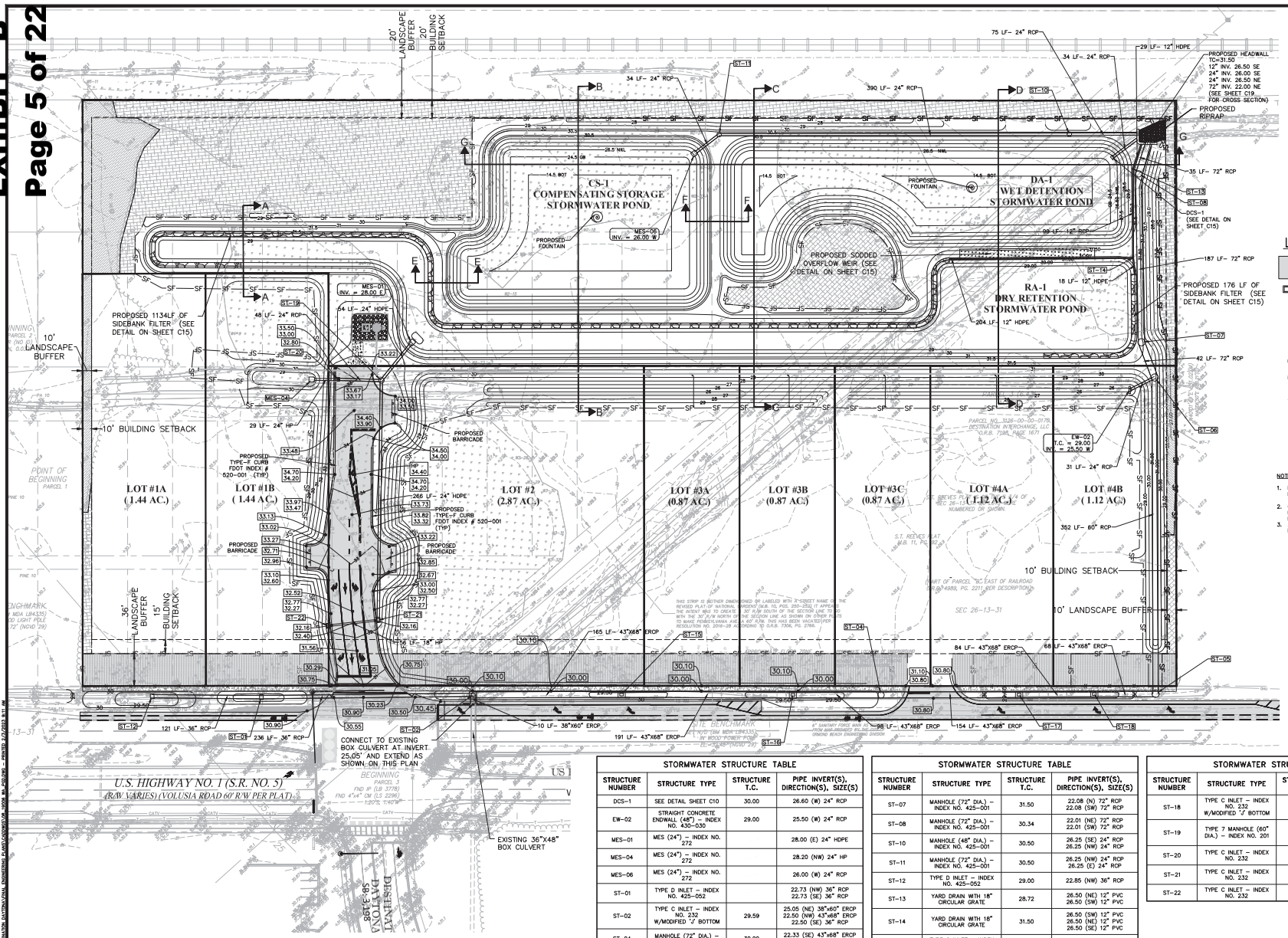

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED STORM PIPE
- PROPOSED ENDWALL
- 38.20 PROPOSED GRADE
- 28 PROPOSED CONTOUR

NOTES:

1. LOTS #1, #2, #3, & 4 SHALL BE LEFT NATURAL EXCEPT WHERE SHOWN TO BE RE-GRADED ON THIS PLAN.
2. GRADING/DEVELOPMENT OF THESE LOTS WILL BE INCLUDED WITH CONSTRUCTION PLANS FOR EACH LOT IN THE FUTURE.
3. ALL ELEVATIONS REFER TO VERTICAL DATUM NGVD 1929.

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-1	SEE DETAIL SHEET C10	30.00	26.60 (W) 24" RCP
EW-02	STRAIGHT CONCRETE ENDWALL (48") – INDEX NO. 430-030	29.00	25.50 (W) 24" RCP
MES-01	MES (24") – INDEX NO. 272		28.00 (E) 24" HDPE
MES-04	MES (24") – INDEX NO. 272		28.20 (NW) 24" HP
MES-06	MES (24") – INDEX NO. 272		26.00 (W) 24" RCP
ST-01	TYPE D INLET – INDEX NO. 425-052		22.73 (NW) 36" RCP 22.73 (SE) 36" RCP
ST-02	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.59	25.05 (NE) 38"x60" ERCP 22.50 (NW) 43"x68" ERCP 22.50 (SE) 36" RCP
ST-04	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.00	22.33 (SE) 43"x68" ERCP 22.33 (NW) 43"x68" ERCP
ST-05	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.00	22.22 (SE) 43"x68" ERCP 22.22 (SW) 60" RCP
ST-06	MANHOLE (72" DIA.) – INDEX NO. 425-001	31.20	22.09 (NE) 60" RCP 22.09 (S) 72" RCP 25.40 (E) 24" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-07	MANHOLE (72" DIA.) – INDEX NO. 425-001	31.50	22.08 (N) 72" RCP 22.08 (SW) 72" RCP
ST-08	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.34	22.01 (NE) 72" RCP 22.01 (SW) 72" RCP
ST-10	MANHOLE (48" DIA.) – INDEX NO. 425-001	30.50	26.25 (SE) 24" RCP 26.25 (NW) 24" RCP
ST-11	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.50	26.25 (NW) 24" RCP 26.25 (E) 24" RCP
ST-12	TYPE D INLET – INDEX NO. 425-052	29.00	22.85 (NW) 36" RCP
ST-13	YARD DRAIN WITH 18" CIRCULAR GRATE	28.72	26.50 (NE) 12" PVC 26.50 (SW) 12" PVC
ST-14	YARD DRAIN WITH 18" CIRCULAR GRATE	31.50	26.50 (SW) 12" PVC 26.50 (NE) 12" PVC 26.50 (SE) 12" PVC
ST-15	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.20	22.44 (SE) 43"x68" ERCP 22.44 (NW) 43"x68" ERCP
ST-16	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.00	22.37 (SE) 43"x68" ERCP 22.37 (NW) 43"x68" ERCP
ST-17	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.35	22.28 (SE) 43"x68" ERCP 22.28 (NW) 43"x68" ERCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-18	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.35	22.25 (SE) 43"x68" ERCP 22.25 (NW) 43"x68" ERCP
ST-19	TYPE 7 MANHOLE (60" DIA.) – INDEX NO. 201	33.35	28.20 (W) 24" HDPE 28.20 (NE) 24" HDPE 28.40 (SE) 24" RCP
ST-20	TYPE C INLET – INDEX NO. 232	32.80	28.40 (SE) 24" HP 28.29 (NW) 24" RCP
ST-21	TYPE C INLET – INDEX NO. 232	32.16	28.73 (SW) 24" HDPE 28.73 (SE) 18" HP
ST-22	TYPE C INLET – INDEX NO. 232	32.18	28.84 (NW) 18" HP

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NO. DATE BY SUBMITTALS/REVISIONS DATE
DESCRIPTION

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19006-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 08_19006 WA_PGD
XR'EPS: XXXXXLD.WG
XR'EPS: XXXXXLD.WG

HALIK KILIC P.E., NO 84246
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SHEET: C8 OF 23

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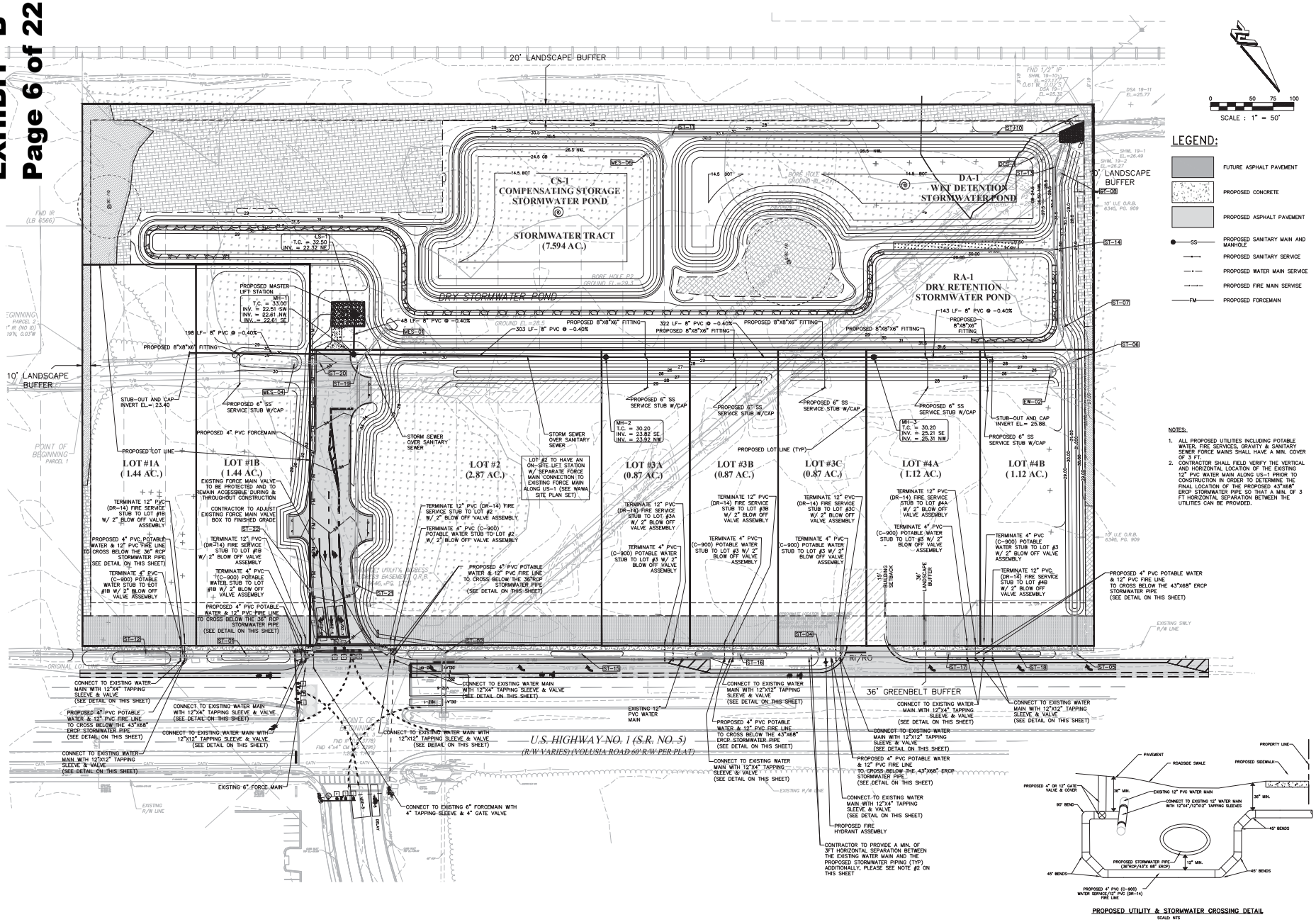
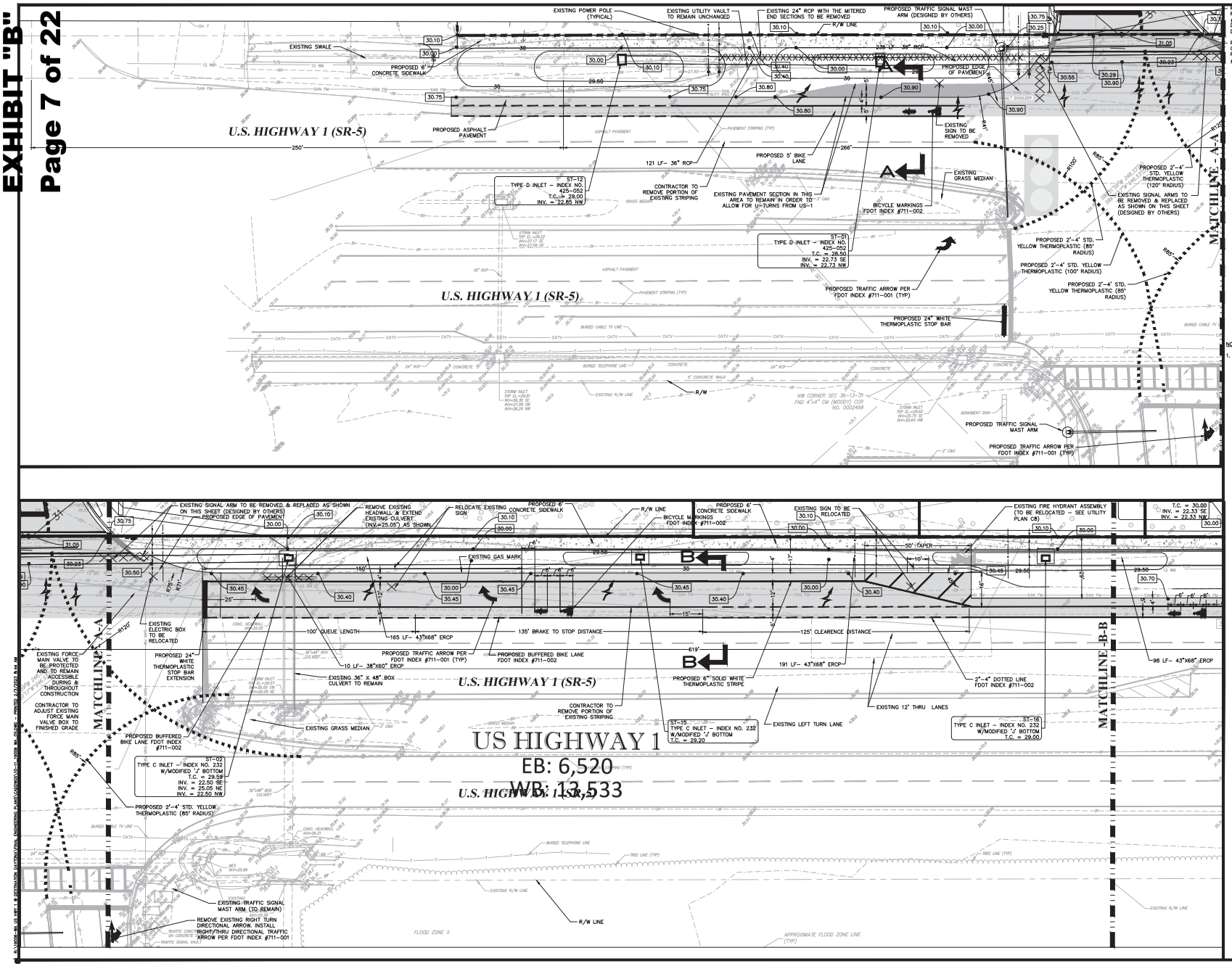

20' LANDSCAPE BUFFER
CS-1
COMPENSATING STORAGE
STORMWATER POND
STORMWATER TRACT
(7.594 AC.)
DA-1
WET DETENTION
STORMWATER POND
RA-1
DRY RETENTION
STORMWATER POND
DRY STORMWATER POND
10' LANDSCAPE BUFFER
LOT #1A
(1.44 AC.)
LOT #1B
(1.44 AC.)
LOT #2
(2.87 AC.)
LOT #3A
(0.87 AC.)
LOT #3B
(0.87 AC.)
LOT #3C
(0.87 AC.)
LOT #4A
(1.12 AC.)
LOT #4B
(1.12 AC.)
LOT #2 TO HAVE AN ON-SITE LIFT STATION W/ SEPARATE FORCE MAIN CONNECTION TO EXISTING FORCE MAIN ALONG US-1 (SEE WAWA SITE PLAN SET)
PROPOSED MASTER LIFT STATION
PROPOSED 4" PVC FORCEMAIN
PROPOSED LOT LINE
PROPOSED LOT LINE (TYP)
STORM SEWER OVER SANITARY SEWER
PROPOSED 6" SS SERVICE STUB W/CAP
STUB-OUT AND CAP INVERT EL.= 23.40
STUB-OUT AND CAP INVERT EL.= 25.88
198 LF- 8" PVC @ -0.40%
48 LF- 8" PVC @ -0.40%
303 LF- 8" PVC @ -0.40%
322 LF- 8" PVC @ -0.40%
143 LF- 8" PVC @ -0.40%
PROPOSED 8"X8"X6" FITTING
PROPOSED 8"X8"X6" FITTING
PROPOSED 8"X8"X6" FITTING
PROPOSED 8"X8"X6" FITTING
PROPOSED 8"X8"X6" FITTING
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #1B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #1B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #1B W/ 2" BLOW OFF VALVE ASSEMBLY
CONTRACTOR TO ADJUST EXISTING FORCE MAIN VALVE BOX TO FINISHED GRADE
EXISTING FORCE MAIN VALVE TO BE PROTECTED AND TO REMAIN ACCESSIBLE DURING & THROUGHOUT CONSTRUCTION
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #2 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #2 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #3A W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #3B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #3C W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #4A W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #4B W/ 2" BLOW OFF VALVE ASSEMBLY
PROPOSED 4" PVC POTABLE WATER & 12" PVC FIRE LINE TO CROSS BELOW THE 36" RCP STORMWATER PIPE (SEE DETAIL ON THIS SHEET)
PROPOSED 4" PVC POTABLE WATER & 12" PVC FIRE LINE TO CROSS BELOW THE 43"X68" ERCP STORMWATER PIPE (SEE DETAIL ON THIS SHEET)
PROPOSED 4" PVC POTABLE WATER & 12" PVC FIRE LINE TO CROSS BELOW THE 43"X68" ERCP STORMWATER PIPE (SEE DETAIL ON THIS SHEET)
PROPOSED 4" PVC POTABLE WATER & 12" PVC FIRE LINE TO CROSS BELOW THE 43"X68" ERCP STORMWATER PIPE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALV



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NO.	DATE	BY	SUBMITTALS/REVISIONS
1	02-03-23	HK	RESUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
OFF-SITE IMPROVEMENTS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19000-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 10-11_19006WA_OS
XREFS: 19006_BSI.DWG
XREFS: 19006_SURV.DWG

HALIK KLIG P.E., NO.84246
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SHEET: C10 OF 23

NOTES:
1. ALL PEDESTRIAN CROSSINGS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	02-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
OFF-SITE IMPROVEMENTS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 20-19006WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DOCUMENT NO: 19006WA_OR
XREFS: 19006_BID LONG
XREFS: 19006_SIGNING

SHEET ### OF 23

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ORMOND BEACH, FL 32174
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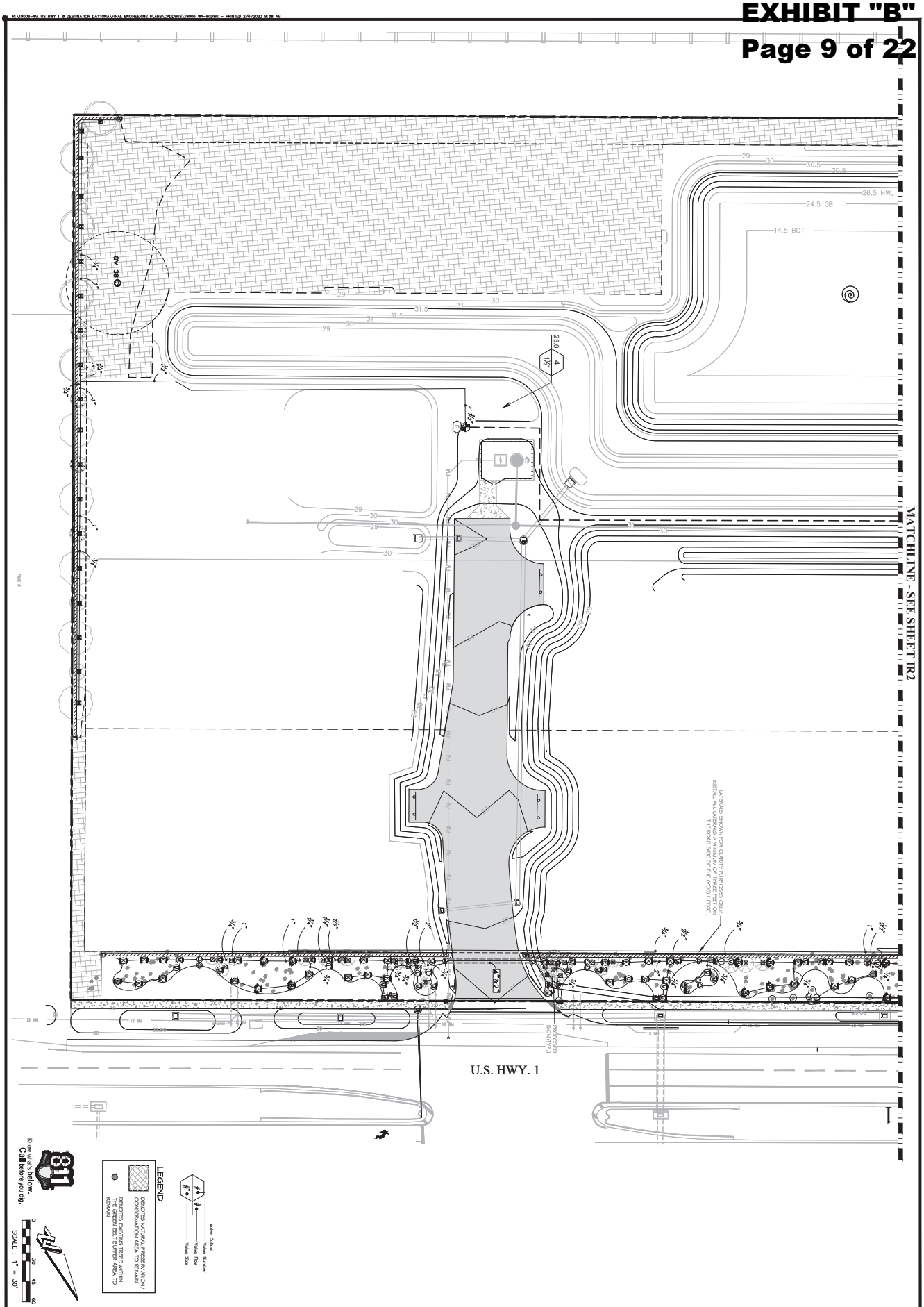

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	12-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
IRRIGATION PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19008 WA-R
XREFS: 19008_BSH.DWG
XREFS: 19008_SAR.DWG

SHEET: IR1 OF 4

JANE STEUER, PLA NO. 6667462
AND CHAD MONTGOMERY, PE 61414

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(EB 4516) (LC 62)

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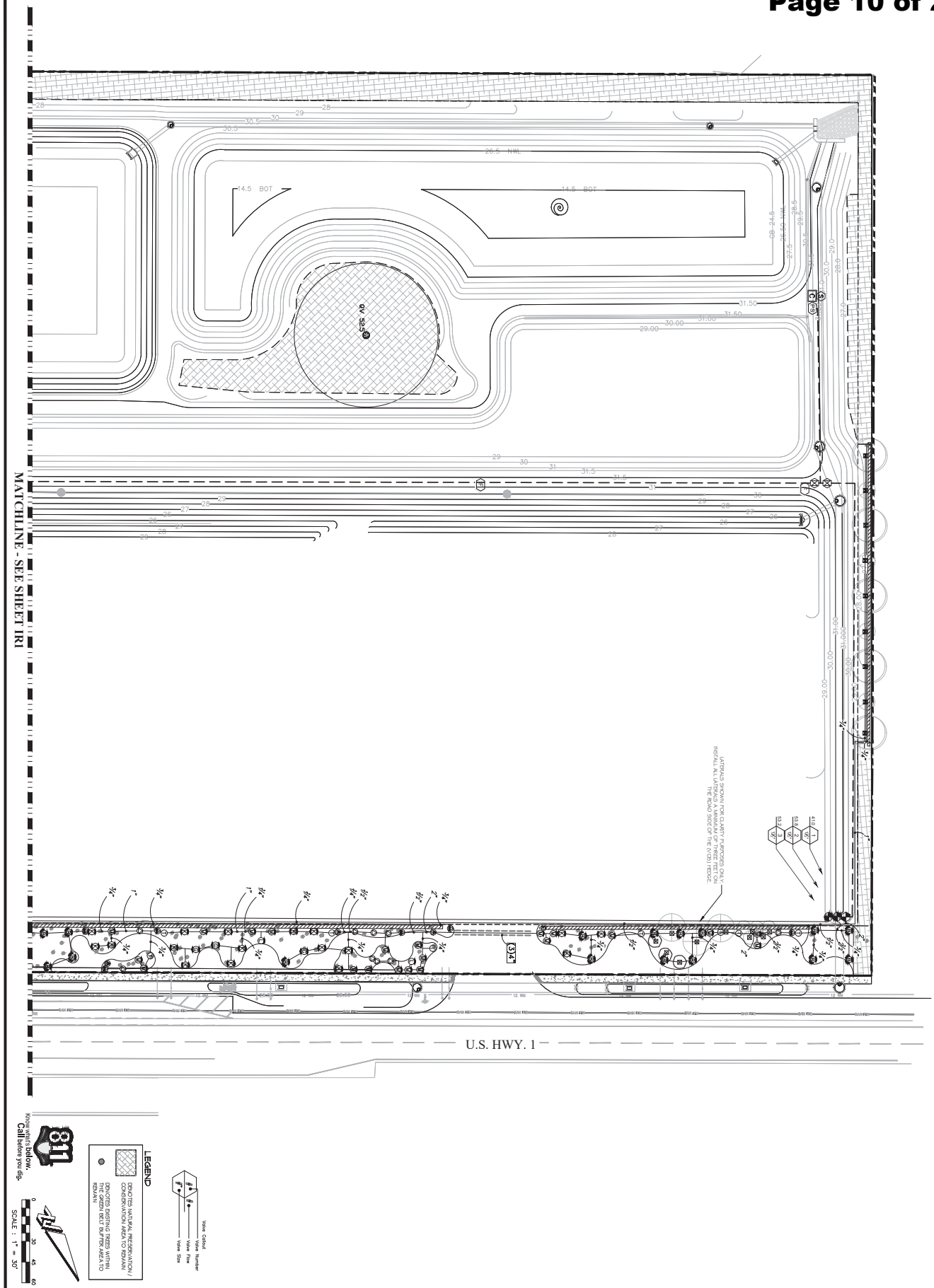

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
IRRIGATION PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	12-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

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SHEET: IR2 OF 4

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
T	Hunter PROS-12 with MP Corner	13	Adj	40		13'
⊛	Hunter PROS-12 with MP Strip	11	LCS	40	0.22	5'x15'
⊛	Hunter PROS-12 with MP Strip	6	RCS	40	0.22	5'x15'
A	Hunter PROS-12 with MP Strip	16	SST	40	0.44	5'x30'
T	Hunter PROS-12 with MP1000	6	210-270	40		14'
M	Hunter PROS-12 with MP1000	51	90-210	40		14'
M	Hunter PROS-12 with MP2000	5	210-270	40		19'
M	Hunter PROS-12 with MP2000	44	90-210	40		19'
MR	Hunter PROS-12 with MP3000	26	90-210	40		30'
⊠	Two Hunter HE-GOT	31 x2	360	30	2 x.12	3'
⊠	Two Hunter PCB-25	28 x2	360	30	2 x.25	3'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
P	Hunter PROS-12 with GPM Irrigation Products GDFN	6
	Area to Receive Dripline Hunter HDL-10-12 In-Line Pressure Compensating Landscape Dripline with Built-in Check Valve, 1.0GPH emitters at 12.0" O.C. Dripline laterals spaced at 16.0' apart, with emitters offset for triangular pattern. Install dripline on both sides of plant material.	3,800 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter ICV-FS in a 12" Valve Box	2
	Hunter ICZ in a Jumbo Valve Box	2
M	Nibco T-113 3" Isolation Valve in a 12" Valve Box	2
C	Hunter I2C-600-PL with DUAL48M Two Wire Module mount on side of pump station.	1
S	Hunter Solar-Sync Weather Sensor	1
F	Future Point of Connection- Install tee with three foot stub of mainline and Hunter IDWIRE control wire and mark with a 12" Valve Box.	3
PS	Site One PIB-5C-231 5 hp pump station see note #27	1
———	Irrigation Lateral Line: PVC Class 160	5,400 l.f.
— — — —	Irrigation Mainline: PVC 2-1/2" Class 200	1,500 l.f.
=========	Pipe Sleeve: PVC Schedule 40	

IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFF

IRRIGATION NOTES:

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNERS REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS - CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLERS PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLERS PATTERN. THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNERS REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNERS REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS-FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. ALL MAINLINE CHANGE OF DIRECTION FITTINGS SHALL BE DUCTILE IRON GASKET BELL. ALL SERVICE TEES TO VALVES SHALL BE PVC GASKET BELL.
13. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER. CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
14. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
15. THE TWO-WIRE PATH SHALL BE HUNTER ID I PUR LAID BELOW THE IRRIGATION MAINLINE. INSTALL HUNTER DUAL DECODERS AT ALL VALVE LOCATIONS. GROUND CONTROL WIRE A MINIMUM OF EVERY 500 FEET PER MANUFACTURE SPECIFICATIONS.
16. ALL CONNECTIONS FROM THE 2-WIRE PATH TO THE DECODERS GROUND RODS, GROUND PLATES AND CONTROLLER SHALL BE WITH 3M DBY4 WIRE CONNECTORS. ALL CONNECTIONS BETWEEN THE SOLENOID VALVES AND DECODERS SHALL BE WITH 3M-DBY6 CONNECTORS. THE IRRIGATION CONTROLLER SHALL BE GROUNDED TO 10 OHMS OR LESS. INSTALL A INTERMATIC A62401C3 SURGE ARRESTER ON THE POWER SUPPLY SIDE.
17. OWNER WILL DETERMINE PUMP STATION LOCATION AND PROVIDE ELECTRIC SERVICE WITHIN 5' OF LOCATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION FROM THE ELECTRICAL SERVICE TO THE IRRIGATION PUMP STATION AND CONTROLLER.
18. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT.
19. ALL GROUND RODS SHALL BE INSTALLED IN 7" VALVE BOXES.
20. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION COMMUNICATION CABLE SHALL HAVE ITS OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
21. ALL UNSIZED PIPE SHALL BE 3/4".
22. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 12" UNLESS NOTED OTHERWISE.
23. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 18" UNLESS NOTED OTHERWISE.
24. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF CONTROL VALVE, ISOLATION VALVES AND SLEEVES SHALL BE NOTED WITH TWO REFERENCE POINTS ON THE "AS-BUILT" DRAWINGS. THE "AS-BUILT" SHALL BE PROVIDED IN ELECTRONIC PDF FORMAT WITH TWO HARD COPIES.
25. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
26. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
27. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE PUMP STATION. THE PUMP STATION SHALL INCLUDE A GREEN TECH PIB-5-C-231, PCP-3648, SCS3HDPE-STATIC, PG-12VC-20 13D1, ALC-1-125, HUNTER ICV-201B MASTER VALVE AND HUNTER HYS FLOW SENSOR AND GT INSTALL OR APPROVED EQUALS. MULTIPLE ZONES SHALL OPERATE AT ONCE WITH A MAXIMUM FLOW OF 55 GPM.
28. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL PROVIDE TO THE OWNER THE FOLLOWING ITEMS AS THEY RELATE TO THE IRRIGATION SYSTEM:
1 - SET OF DIGITAL AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - SETS OF PRINTED AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - COPIES OF OWNERS OPERATIONS AND MAINTENANCE MANUALS.
3 - COPIES OF RECOMMENDED IRRIGATION SCHEDULE WITH PROPOSED APPLICATION RATES.
6 - EXTRA SPRAY / ROTOR HEADS FOR EACH TYPE USED ON THE PROJECT.

811 Know what's **below.** **Call** before you dig.

ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
LC-0741
2619 CONSULATE DR. STE 1
ORLANDO, FLORIDA 32837
(407) 599-1122
WWW.ZEVCOHEN.COM

NO.	DATE	BY	SUBMITTALS / REVISIONS

ORMOND GATEWAY
SUBDIVISION
FINAL ENGINEERING PLANS
IRRIGATION PLAN & DETAILS
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19000-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19000 WA-IR
XREFS: 19000_BSI.DWG
XREFS: 19000_SURV.DWG

JAKE STECHR, PLA NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: IR3 OF 4

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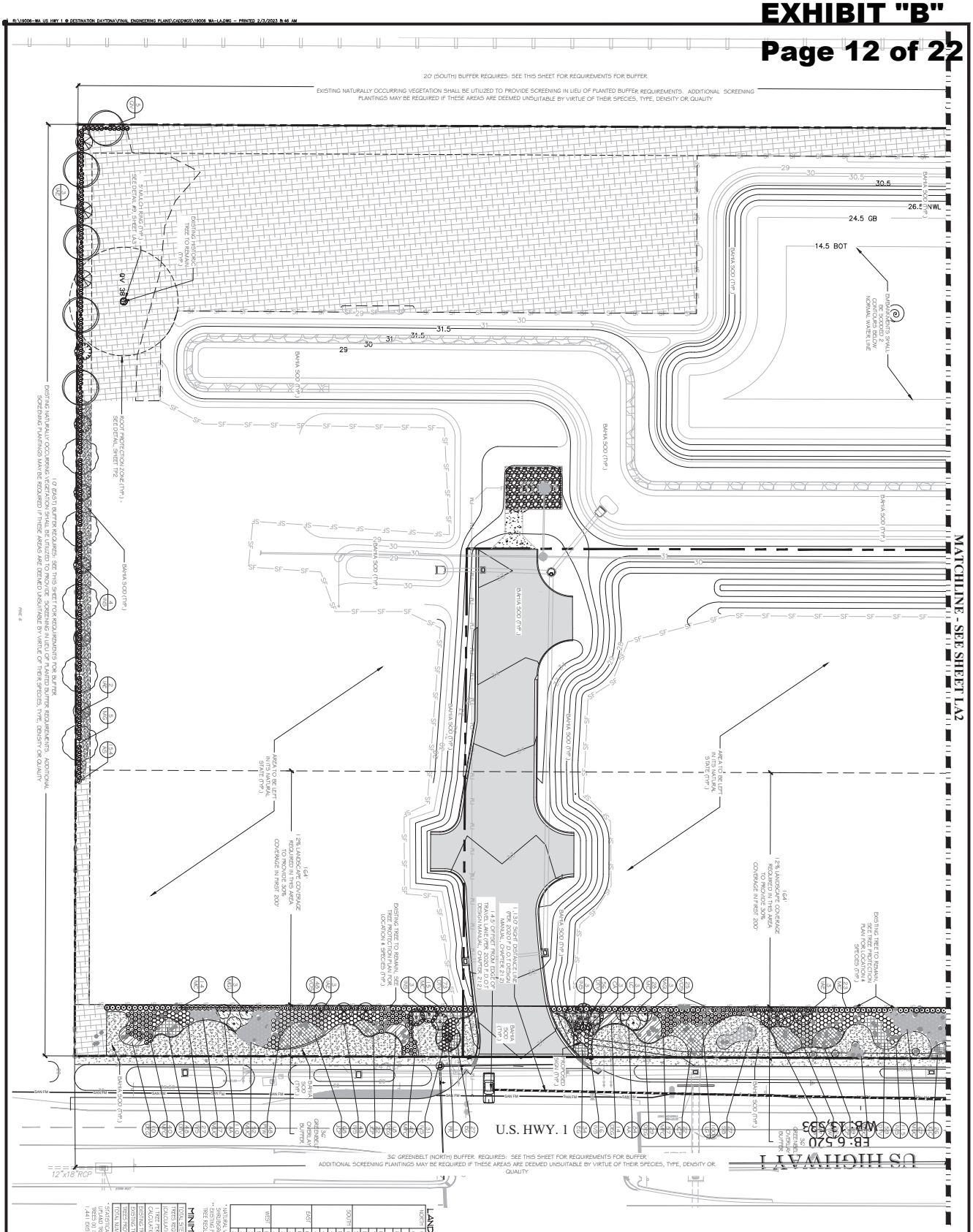

LANDSCAPE BUFFER REQUIREMENTS

	NORTH	SOUTH	EAST	WEST
	(L37 - SEEBERT) (1,089 LF)	(CALL 14 CW - BROWNS CUTS 75' + 531' = 1,089 LF)		
MINIMUM WIDTH	36'	20'	20'	20'
TREES PER 100 S.F. PLANTED	2	2	2	2
SHRUBS PROVIDED WITH GREENBELT	3	3	3	3
MAINTAIN SHRUBS/GROUNDCOVERS	60%	60%	60%	60%
500' AREAS	40%	40%	40%	40%
TREES REQUIRED	218	218	218	218
TREES PER 100 S.F. PLANTED	196	196	196	196
SHRUBS REQUIRED	1,154	1,154	1,154	1,154
SHRUBS PER 100 L.F.	106	106	106	106
GROUND COVER REQ. (SQ.FT.)	4,356	4,356	4,356	4,356
GROUND COVER PER 100 L.F.	400	400	400	400
TREES PROVIDED	EXISTING	EXISTING	EXISTING	EXISTING
SHRUBS PER 100 L.F.	106	106	106	106
GROUND COVER PROVIDED (SQ.FT.)	4,356	4,356	4,356	4,356
GROUND COVER PER 100 L.F.	400	400	400	400

* NATURAL VEGETATION SHALL ACCOUNT FOR REQUIRED TREE & SHRUB REQUIREMENTS
* EXISTING PRESERVED TREES SHALL ACCOUNT FOR GREENBELT BUFFER TREE REQUIREMENTS

LEGEND

DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

DENOTES EXISTING TREE(S) WITH TREE PROTECTION BARRIER TO REMAIN

MINIMUM ON SITE TREES

TOTAL SITE ACREAGE	18.17 AC
TREES REQUIRED ON SITE:	526
CALCULATION: (19.1 AC - 3.53 AC - 3.53 AC - 5.26 AC) x 40 = 374.747 x 40 = 937 TREES	
EXISTING TREES FROM AERIAL (SEE SHEET TP1)	937
EXISTING TREES TO BE PRESERVED	1,441
TREES PROVIDED ON LANDSCAPE PLAN	270
TOTAL TREES PROVIDED ON SITE	1,711

* STATISTICAL TREE SURVEY REPORT OF MCKINSEY (3.20.20) TASK 4
UPLAND TREE DATA, AVERAGE TREES = 67 TREES PER 10TH AREA = 67 TREES x 21.5 ACRES OF TREE PRESERVATION AREAS = 1,441 EXISTING TREES SAVED

SCALE: 1" = 30'

PROJECT NO. ZC 19009MA	
DESIGNED BY: SMG	
DRAFTED BY: SMG	
CHECKED BY: JES	
SUBMITTED BY: ZEV COHEN & ASSOCIATES, INC. 300 INTERCHANGE BLVD., STE. C ORMOND BEACH, FL 32174 (386) 615-1626	

SHEET: LA1 OF 3

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

NO.	DATE	BY	SUBMITTALS / REVISIONS

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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ZEV COHEN & ASSOCIATES, INC.
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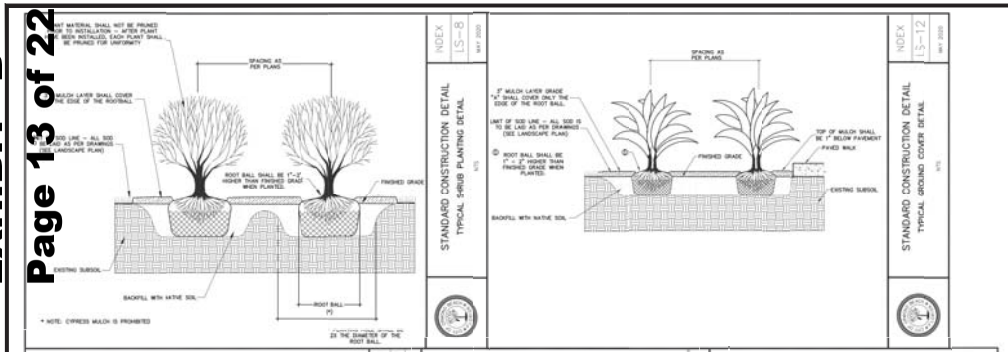

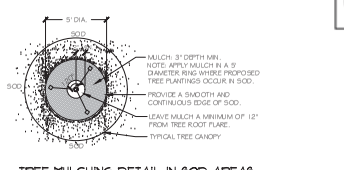

1 TREE MULCHING DETAIL IN SOD AREAS
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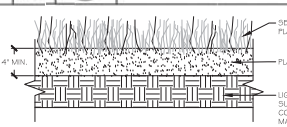

2 TURF PLANTING DETAIL
N.T.S. P:\LA-SOD-01

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE 'B' OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD UNLESS OTHERWISE SPECIFIED ON THE PLANS AS FLORATAM ST. AUGUSTINE SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY/FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE SITE WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. PLANT SELECTION: THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF THE NURSERY PLANT SOURCE LOCATION A MINIMUM OF 72 HOURS PRIOR TO PURCHASING THE MATERIAL. THE LANDSCAPE ARCHITECT SHALL ACCOMPANY THE CONTRACTOR AND THEIR DESIGNATED LANDSCAPE CONTRACTOR TO THE NURSERY TO REVIEW THE PLANT MATERIAL TAGGED BY THE CONTRACTOR. THE LANDSCAPE ARCHITECT WILL REVIEW THE TAGGED MATERIAL TO BE PURCHASED TO ENSURE IT MEETS THE SPECIFICATION STANDARDS (STATED IN NOTE #1). THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE QUALITY, SPECIFICATION, INSTALLATION, AND SURVIVORSHIP OF THE PLANT MATERIAL.
19. NATURAL AREAS: NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.
20. CLEARANCE PRUNING: ANY TREE PRUNING OF LOWER LIMBS AND CANOPY OF CONSERVED AND PROTECTED TREES THAT ARE GROWING OVER SIDEWALK, ROADWAY AND/OR ON-SITE CONSTRUCTION ACTIVITIES SHALL BE OVERSEEN AND/OR CONDUCTED BY AN I.S.A. CERTIFIED ARBORIST TO ENSURE PROPER REDUCTION CUTS AND PRUNING IS CONDUCTED TO MAINTAIN THE STRUCTURAL INTEGRITY AND HEALTH OF THE TREE. TREES SHALL BE PRUNED TO ADHERE TO A MINIMUM OF EIGHT FEET (8) CLEARANCE OVER SIDEWALKS (PEDESTRIAN ACTIVITIES) AND SIXTEEN FEET (16) CLEARANCE OVER PARKING AREAS/ROADWAYS.
21. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
22. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
23. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
24. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
25. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNERS REPRESENTATIVE.
26. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT REDLINED MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT REDLINES SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS AND PROVIDE TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
AR	3	ACER RUBRUM	RED MAPLE	2.5" CAL. 10' HT MIN.			
IAE	15	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	2.5" CAL. 10' HT MIN.			
INS	10	ILEX X 'NELLIE R. STEVENS'	NELLIE STEVENS HOLLY	2.5" CAL. 10' HT MIN.			2' PRUNED
LIT	3	LAGERSTROEMIA INDICA 'TONTO'	TONTO CRAPEMYRTLE	2.5" CAL. 10' HT MIN.			
MG	5	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	4.5" CAL., 14' HT. MIN., 2' PRUNED			USED FOR MITIGATION OF SPECIMEN TREES REMOVED
MGL	11	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	2.5" CAL. 10' HT MIN.	-		2' PRUNED
QV	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL. 10' HT MIN.	-		
PALMS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**		**REMARKS**
LC	3	LIVISTONA CHINENSIS	CHINESE FAN PALM	VARY C.T. FT. 8'-16'			
PR	1	PHOENIX ROEBELENII	PIGMY DATE PALM MULTI-TRUNK	5'-6" O.A.			
SHRUBS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**SPACING**	**REMARKS**
AS	223	ACCA SELLOWIANA	PINEAPPLE GUAVA, FEIJOA	36"HT. X 24" SP.	7 GAL.	36" o.c.	
CA	3	CRINUM ASIATICUM	SPIDER LILY	36"-48" O.A.	10 GAL.	60" o.c.	
HP	137	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	30-36" HT. X 36" SP.	3 GAL.	48" o.c.	
IVS	352	ILEX VOMITORIA 'SCHILLINGS DWARF'	DWARF YAUPON HOLLY	24" HT. X 24" SP.	3 GAL.	36" o.c.	
MJC	279	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	30-36" HT. X 36" SP.	3 GAL.	36" o.c.	
NFC	222	MYRCIANTHES FRAGRANS 'COMPACTA'	COMPACT SIMPSON'S STOPPER	30" HT. X 24" SP.	7 GAL.	36" o.c.	FULL
NC	121	MYRICA CERIFERA	WAX MYRTLE	36" HT. X 30" SPRD.	7 GAL.	48" o.c.	
PTW	80	PITTOSPORUM TOBIRA 'WHEELER'S DWARF'	DWARF PITTOSPORUM	18-24" HT. X 18-24" SP.	7 GAL.	36" o.c.	
SRC	62	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	30-36" HT. X 36" SP.	7 GAL.	36" o.c.	
SB	62	SPARTINA BAKERI	SAND CORDGRASS	30" HT. X 24" SP.	3 GAL.	36" o.c.	
VOS	143	VIBURNUM OBOVATUM 'SELECT'	WALTERS SELECT VIBURNUM	36" HT. X 24" SP.	7 GAL.	36" o.c.	
GROUND COVERS	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**SPACING**	**REMARKS**
AA	291	AGAPANTHUS AFRICANUS 'PETER PAN'	DWARF BLUE LILY OF THE NILE	8-10" HT. X 8-10" SP.	1 GAL.	15" o.c.	
DTV	296	DIANELLA TASMANICA 'VARIEGATA'	FLAX LILY	12"HT X 12"SP.	1 GAL.	24" o.c.	
DDG	150	DURANTA ERECTA 'GOLD MOUND'	GOLD MOUND DURANTA	30" HT. X 24" SP.	7 GAL.	36" o.c.	
EG	61	EVOLVULUS GLOMERATUS 'BLUE DAZE'	BRAZILIAN DWARF MORNING GLORY	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.	
JCP	336	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	8" HT. X 8" SP.	1 GAL.	30" o.c.	
JCC	99	JUNIPERUS CONFERTA 'COMPACTA'	SHORE JUNIPER	12"HT X 12"SP.	3 GAL.	24" o.c.	
LG	100	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LIRIOPE	15" HT.	1 GAL.	18" o.c.	8-10 PPP
ZF	97	ZAMIA FLORIDANA	COONTIE PALM	12"HT X 12"SP.	1 GAL.	30" o.c.	
SOD	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**CONTAINER**	**SPACING**	**REMARKS**
PNA	350,695 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	---			

ZEV COHEN & ASSOCIATES, INC.
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CIVIL ENGINEERING
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ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19006-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19006 WA-LA
XREFS: 19006_BSI.DWG
XREFS: 19006_SURV.DWG

JANE STECHER, FLA NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: LA3 OF 3

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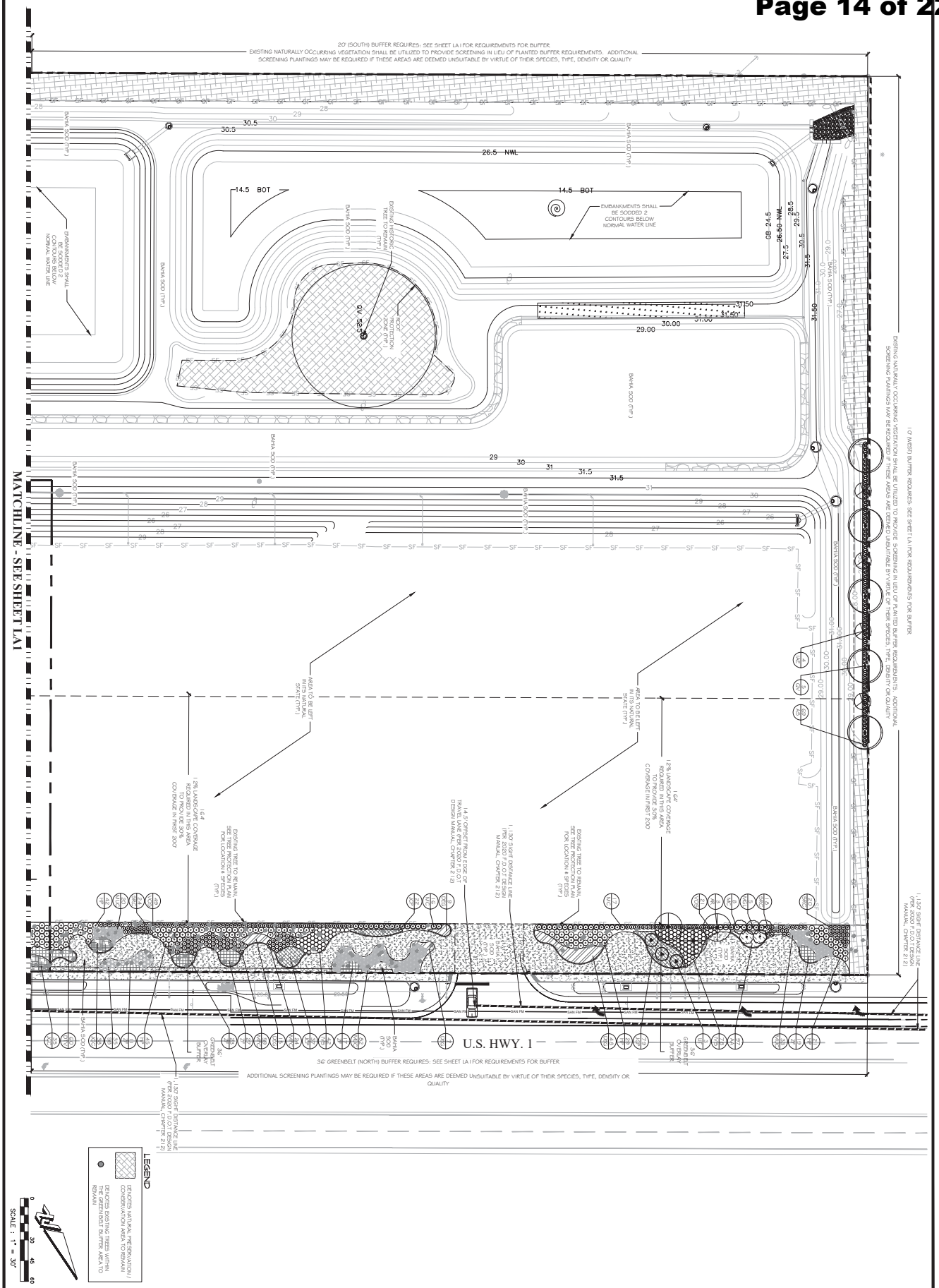

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

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ORMOND BEACH, FL 32174
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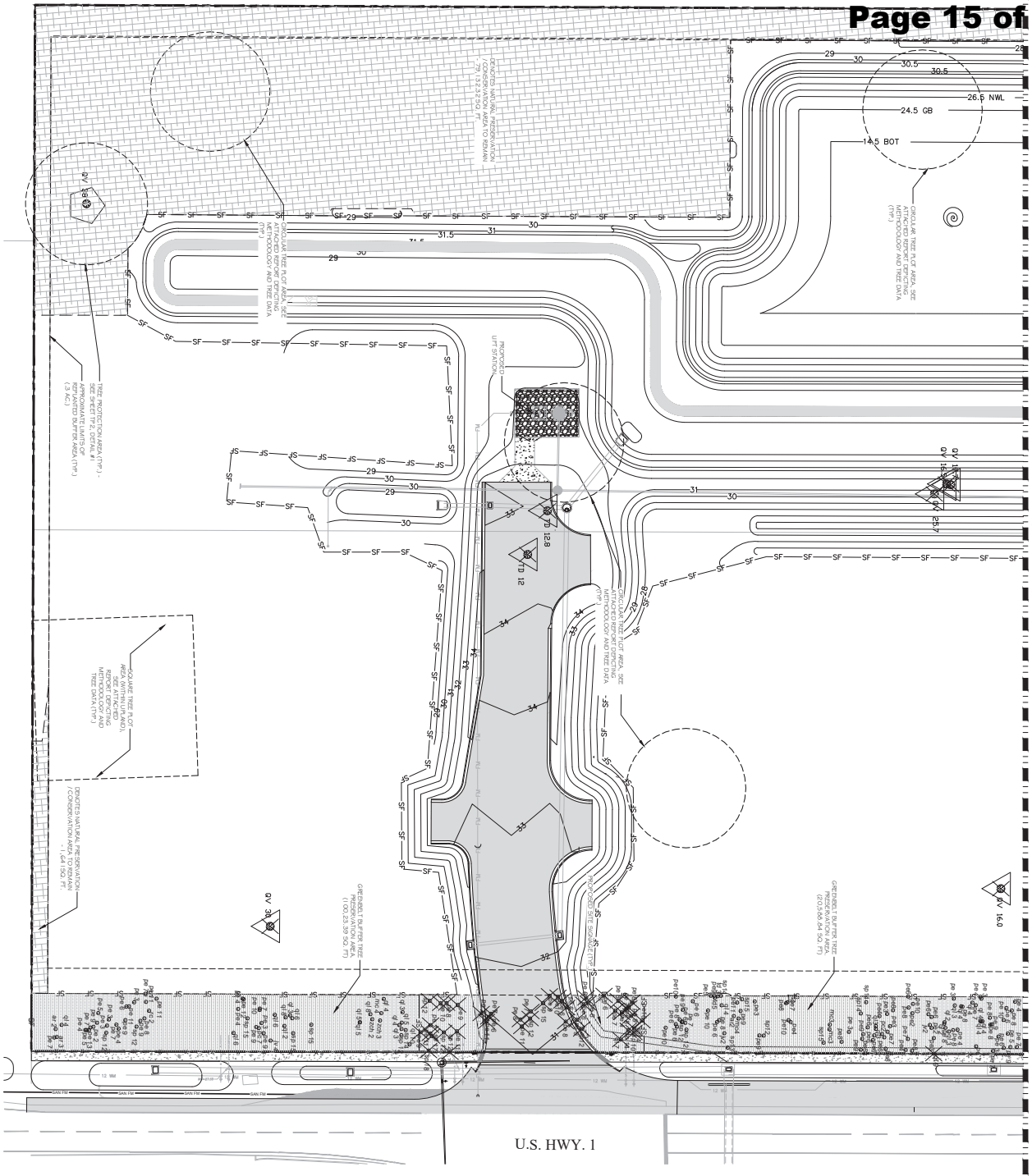


SPECIMEN TREES BEING REMOVED				
Caliper	Quantity	4 1/2" Equivalent Each	4 1/2" Total	Tree Fund Equivalent Total
12	2	2	2	307.00
13	2	2	2	307.00
14	1	1	1	153.00
15	1	1	1	153.00
16	3	3	3	460.00
17	4	4	4	614.00
18	2	2	2	307.00
24	4	4	4	1,228.00
26	4	4	4	1,228.00
30	1	1	1	307.00
TOTAL MITIGATION		25	5	6,420.00

SPECIMEN TREES BEING SAVED				
Caliper	Quantity	4 1/2" Equivalent Each	4 1/2" Total	Tree Fund Equivalent Each	Tree Fund Total
12	2	2	2	307.00	614.00
13	2	2	2	307.00	614.00
14	1	1	1	153.00	153.00
15	1	1	1	153.00	153.00
16	3	3	3	460.00	1,380.00
17	4	4	4	614.00	2,456.00
18	2	2	2	307.00	614.00
24	4	4	4	1,228.00	4,912.00
26	4	4	4	1,228.00	4,912.00
30	1	1	1	307.00	307.00
TOTAL MITIGATION		25	5	6,420.00	16,105.00

SPECIMEN TREES REPLACED				
Caliper	Quantity	4 1/2" Equivalent Each	4 1/2" Total	Tree Fund Equivalent Each	Tree Fund Total
4" for plant	25	1	25	307.00	7,675.00
TOTAL CREDITS			25		7,675.00
TOTAL MITIGATION			5		6,420.00
TOTAL			30		14,095.00

OR Donation Of 30 4" Trees @ $307.00 Each = $9,210.00

MITIGATION FOR THE 69 SPECIMEN TREES PLANTED WITHIN THE EAST LANDSCAPE BUFFER, SEE SHEET LA1 FOR LOCATION AND SHEET LA3 FOR PLANT SCHEDULE PER AGREEMENT, THE STATISTICAL TREE SURVEY, DATED NOVEMBER 13, 2020, DUE TO THIS MITIGATION IS NOT REQUIRED FOR PROTECTED TREES.

NO.	DATE	BY	SUBMITTALS / REVISIONS
1	12-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

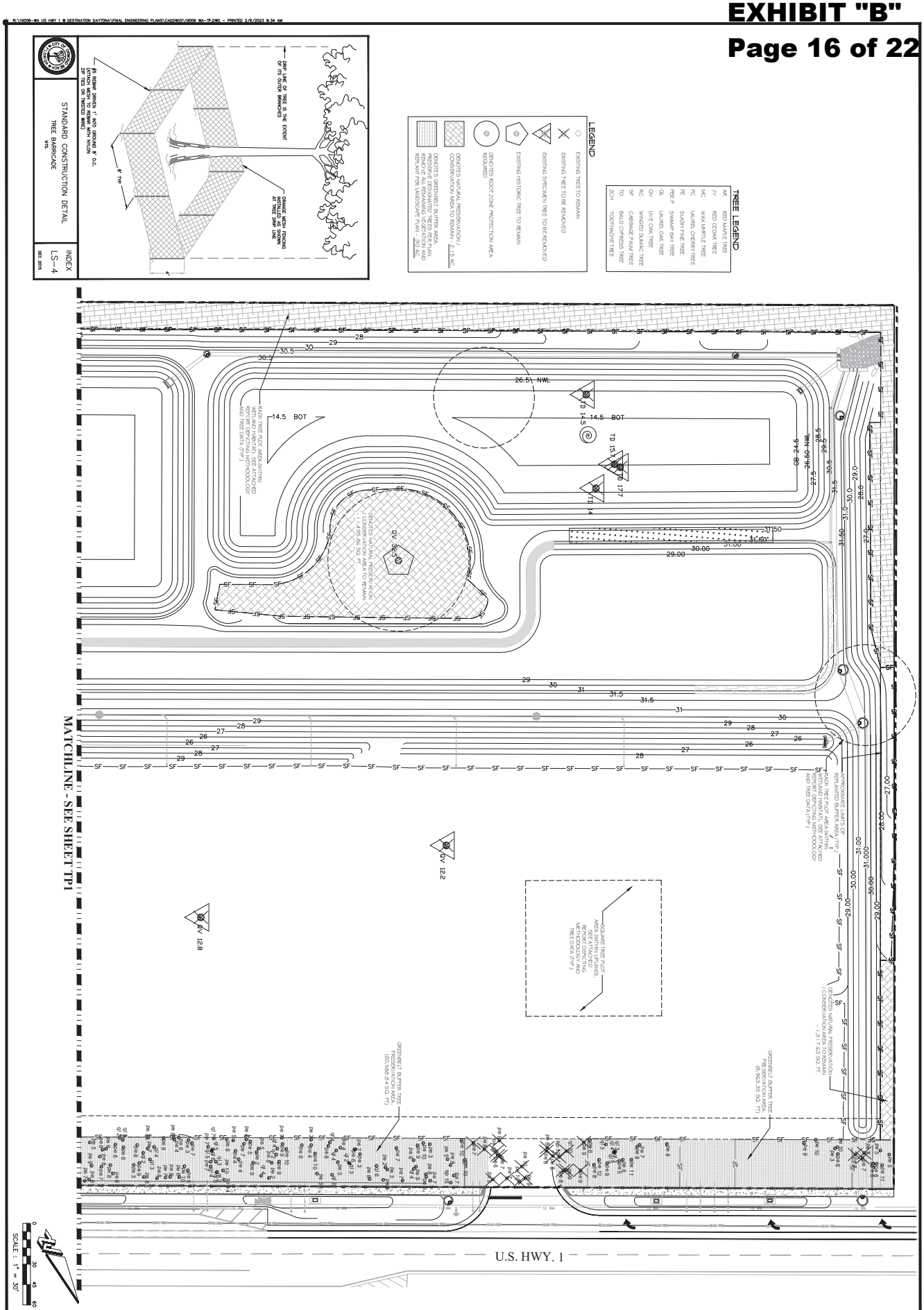
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 23.19GWAN
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JBS
DRAWING FILE: 19GWAN-TP
XREFS: 19GE.DWG
XREFS: 19GE-SCA.DWG

SHEET: TP1 OF 2

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM



NO.	DATE	BY	SUBMITTALS / REVISIONS
1	12-03-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO. ZC 19006-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19006 WA-TP
XREFS: 19006_BSI.DWG
XREFS: 19006_SAR.DWG

SHEET: TP2 OF 2

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
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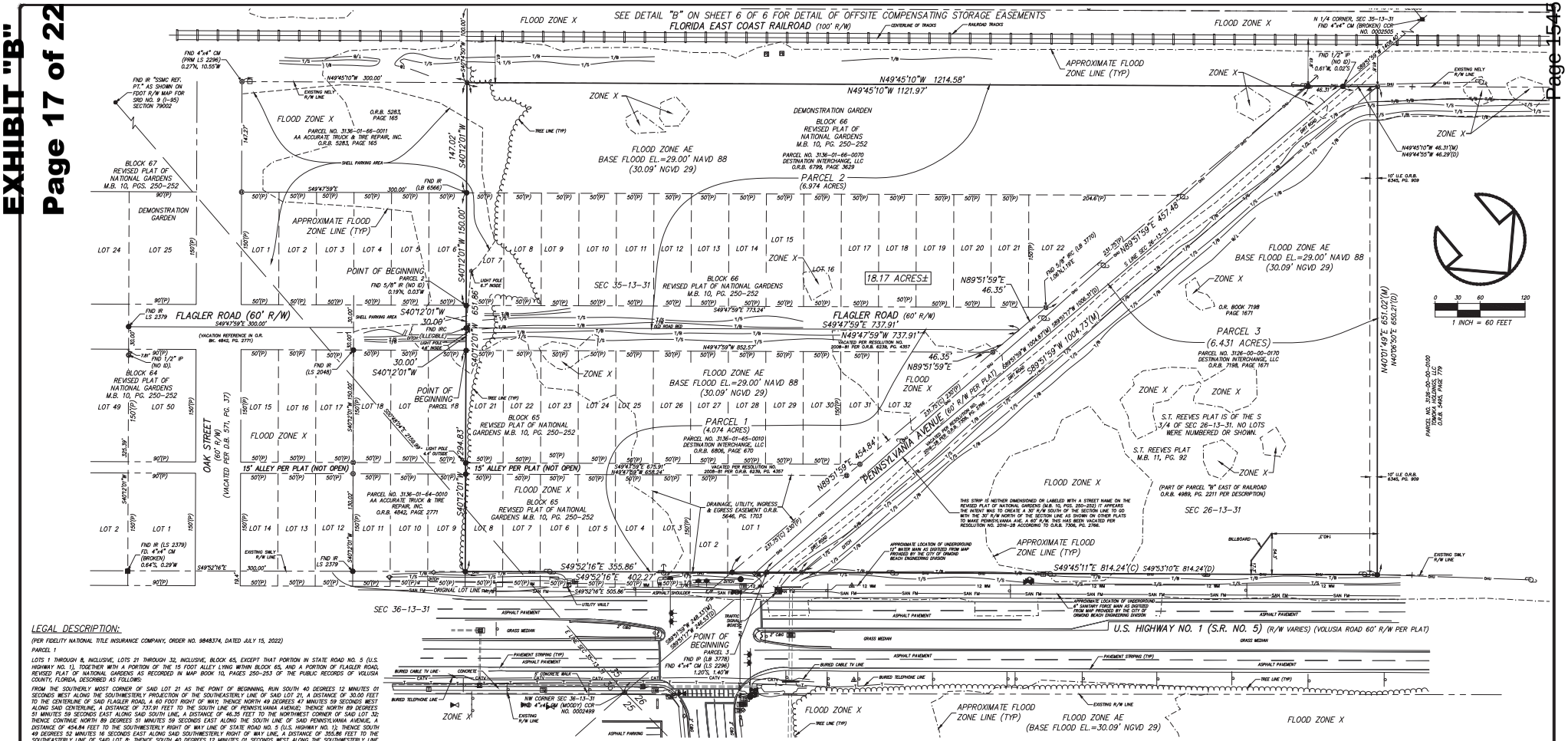


LEGAL DESCRIPTION:

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 9848374, DATED JULY 15, 2022)

PARCEL 1

LOTS 1 THROUGH 8, INCLUSIVE, LOTS 21 THROUGH 32, INCLUSIVE, BLOCK 65, EXCEPT THAT PORTION IN STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), TOGETHER WITH A PORTION OF THE 15 FOOT ALLEY LYING WITHIN BLOCK 65, AND A PORTION OF FLAGLER ROAD, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHERLY MOST CORNER OF SAID LOT 21 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 21, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 47 MINUTES 59 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 737.91 FEET TO THE SOUTH LINE OF PENNSYLVANIA AVENUE; THENCE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 46.35 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE OF SAID PENNSYLVANIA AVENUE, A DISTANCE OF 454.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1); THENCE SOUTH 49 DEGREES 52 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 355.86 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8 AND LOT 21, A DISTANCE OF 294.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.074 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2

LOTS 7 THROUGH 22, INCLUSIVE, AND A PORTION OF THE DEMONSTRATION GARDEN LYING WITHIN BLOCK 66, AND A PORTION OF FLAGLER ROAD, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EASTERLY MOST CORNER OF SAID LOT 7 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 150.00 FEET TO THE SOUTHERLY MOST CORNER OF SAID LOT 7; THENCE CONTINUE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 147.02 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 45 MINUTES 10 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1121.97 FEET TO THE SOUTH LINE OF PENNSYLVANIA AVENUE; THENCE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 457.48 FEET TO THE NORTHEAST CORNER OF SAID LOT 22; THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 46.35 FEET TO THE CENTERLINE OF SAID FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE SOUTH 49 DEGREES 47 MINUTES 59 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 737.91 FEET TO THE NORTHEASTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7; THENCE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.974 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 3

A PORTION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 246.53 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY), AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 1006.31 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY; A 100 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 44 MINUTES 55 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY A DISTANCE OF 46.29 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 06 MINUTES 50 SECONDS EAST, A DISTANCE OF 650.21 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 49 DEGREES 53 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING, SAID DESCRIPTION INCLUDES A 30 FOOT RIGHT OF WAY ALONG THE SOUTH LINE.

TOGETHER WITH THAT PORTION OF PENNSYLVANIA AVENUE VACATED BY ORDINANCE NO. 2016-28 RECORDED SEPTEMBER 26, 2016, IN OFFICIAL RECORDS BOOK 7306, PAGE 2766, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS DRAWING, SKETCH, PLAT OR MAP THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS DRAWING, SKETCH, PLAT OR MAP PREPARED WITHOUT BENEFIT OF AN ABSTRACT OR TITLE OPINION. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
2. BEARINGS & DISTANCES SHOWN HEREON ARE DEED AND MEASURED UNLESS OTHERWISE NOTED.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 26-13-31 BEING S89°51'59"W.
4. HIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 9848374, DATED JULY 15, 2022.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. NO UNDERGROUND FOUNDATIONS, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY, EXCEPT AS SHOWN HEREON AS LOCATED BY VISIBLE EVIDENCE.
7. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0184K, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF SEPTEMBER 29, 2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOODING) AND "AE" (AREA DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 29.00 FEET, NAVD 88 (30.09 FEET, NGVD 29).
8. THE LEGAL DESCRIPTIONS SHOWN HEREON WERE OBTAINED FROM THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA..
9. 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.
10. THE LEGAL DESCRIPTION FOR PARCEL 3 INCLUDES THE 30' RIGHT-OF-WAY FOR PENNSYLVANIA AVENUE WHICH HAS BEEN VACATED PER RESOLUTION NO. 16-28 AS RECORDED IN O.R.B. 7306 PAGE 2766, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
11. SEE SHEET 2 OF 5 FOR SCHEDULE BII EXCEPTIONS.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS	NELY	NORTHEASTERLY	⊕	SET N/D (LB 4335)
AC	ACRES	NGS	NATIONAL GEODETIC SURVEY	●	FOUND N/D (AS NOTED)
ASPH	ASPHALT PAVEMENT	NGVD 29	NATIONAL GEODETIC VERTICAL DATUM OF 1929	●	RECOVERED/SET 5/8" IRC (LB 4335)
BWF	BARBED-WIRE FENCE	N/D	NAIL & DISK	●	FOUND IRON ROD (LB 4335)
(C)	CALCULATED	NO.	NUMBER		UNLESS OTHERWISE NOTED
C&G	CURB & GUTTER	(NR)	NON-RADIAL	○	FOUND IRON PIPE (AS NOTED)
℄	CENTER LINE	ORB	OFFICIAL RECORDS BOOK	⊞	ELECTRIC PANEL
CLF	CHAIN-LINK FENCE	OHU	OVER-HEAD UTILITIES	⊞	CABLE TELEVISION RISER BOX
CM	CONCRETE MONUMENT	(P)	PER PLAT	⊞	ELECTRIC JUNCTION BOX
CMP	CORRUGATED METAL PIPE	P.B.	PLAT BOOK	⊞	TELEPHONE RISER BOX
CONC	CONCRETE	POT	PERMANENT CONTROL POINT	⊞	WATER METER
(D)	PER DEED	PG(S)	PAGE/PAGES	⊞	WIRE PULL BOX
D.B.	DEED BOOK	PLS	PROFESSIONAL LAND SURVEYOR	⊞	TRAFFIC SIGNAL BOX
D.E.	DRAINAGE EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	⊞	UTILITY VAULT
EL.	ELEVATION	PSM	PROFESSIONAL SURVEYOR MAPPER	⊞	ELECTRICAL TRANSFORMER
ESMT	EASEMENT	R/W	RIGHT OF WAY	⊞	WOOD UTILITY POLE
E/P	EDGE OF PAVEMENT	ROP	REINFORCED CONCRETE PIPE	⊞	CONCRETE UTILITY POLE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	SEC	RECHERED	←	GUY ANCHOR
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	SEC	SECTION--TOWNSHIP--RANGE	⊞	TRAFFIC SIGNAL POLE
FNC	FENCE	S.R.	STATE ROAD	☼	LIGHT POLE
FD.	FOUND	SWLY	SOUTHWESTERLY	▦	GUTTER INLET/GRATE
HWF	HOG-WIRE FENCE	T/B	APPROXIMATE TOP OF BANK	▦ ●	CATCH BASIN/YARD DRAIN
ID	IDENTIFICATION	T/S	APPROXIMATE TOE OF SLOPE	⊞	STORM MANHOLE
INV	INVERT ELEVATION	U.E.	UTILITY EASEMENT	⊞	SANITARY MANHOLE
IP	IRON PIPE	V	IRON PIPE	⊞	TELEPHONE MANHOLE
IR	IRON ROD	WV	WATER VALVE	△	FIBER-OPTIC CABLE MARKER
LB	LICENSED BUSINESS	FH	FIRE HYDRANT	△	GAS LINE MARKER
(M)	MEASURED	⊣	SINGLE POLE SIGN	▭	METERED END SECTION
M.B.	MAP BOOK	⊣⊢	BREAK LINE	◆	TELEPHONE MARKER
MES	MITERED END SECTION	⊡	SET 4"x4" CM (LB 4335)	◆	BENCHMARK (AS NOTED)
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988	⊡	FOUND 4"x4" CM (AS NOTED)		

SURVEYOR'S CERTIFICATE:

TO DESTINATION INTERCHANGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; WAWA FLORIDA, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(b), 7(a), 7(b)(1), 8, 9, 10, 11(a), 13, 14, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON 08/23/2022.

DATE OF PLAT OR MAP: 09/01/2022

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050--.052, FLORIDA ADMINISTRATIVE CODE.

LEE H. DOWST, P.L.S. NO. 6860

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ALTA/ NSPS LAND TITLE SURVEY

LOCATED IN SECTIONS 26, 35 AND 3, T13S, R31E, VOLUSIA COUNTY, FLORIDA

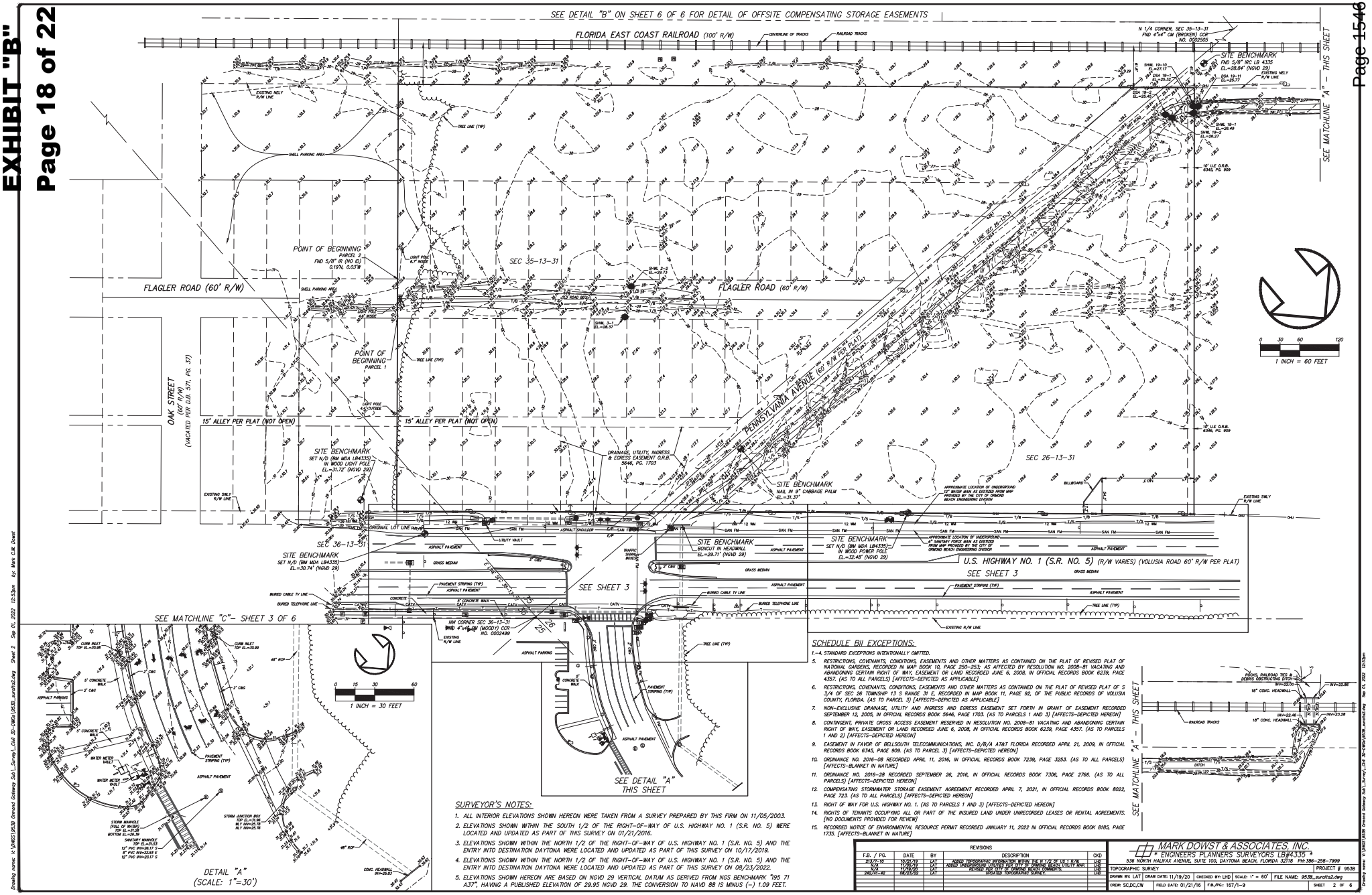
REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
N/A	03/30/16	KRJ	ADDED CERTIFICATIONS	KRJ
313/2-5	10/26/16	LAT	UPDATED BOUNDARY SURVEY	LHD
N/A	11/09/16	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP.	LHD
N/A	11/29/16	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS	LHD
N/A	12/12/20	LAT	REVISED FLOOD ZONE LABELS FOR FLOOD ZONE AE PER COMMENTS.	LHD
343/21-43	09/23/22	LAT	UPDATED ALTA/NSPS LAND TITLE SURVEY	LHD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY			PROJECT # 9538
DRAWN BY: LAT	DRAW DATE: 12/21/20	CHECKED BY: LHD	SCALE: 1" = 60'
CREW: YD,CW,WB	FIELD DATE: 01/21/16	F.B./PG.: 167/1-9	SHEET 1 OF 6

FILE NAME: 9538_survalta2.dwg

Drawing name: X:\JOBS\9538 Ormond Gateway Sub_Survey_Civil 3D 2020\9538_survalta2.dwg Oct 27, 2022 - 7:14am



SCHEDULE BII EXCEPTIONS:

1.-4. STANDARD EXCEPTIONS INTENTIONALLY OMITTED.

5. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGE 250-253; AS AFFECTED BY RESOLUTION NO. 2008-81 VACATING AND ABANDONING CERTAIN RIGHT OF WAY, EASEMENT OR LAND RECORDED JUNE 6, 2008, IN OFFICIAL RECORDS BOOK 6239, PAGE 4357. (AS TO ALL PARCELS) [AFFECTS-DEPICTED AS APPLICABLE]
6. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF REVISED PLAT OF S 3/4 OF SEC 26 TOWNSHIP 13 S RANGE 31 E, RECORDED IN MAP BOOK 11, PAGE 92, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO PARCEL 3) [AFFECTS-DEPICTED AS APPLICABLE]
7. NON-EXCLUSIVE DRAINAGE, UTILITY AND INGRESS AND EGRESS EASEMENT SET FORTH IN GRANT OF EASEMENT RECORDED SEPTEMBER 12, 2005, IN OFFICIAL RECORDS BOOK 5646, PAGE 1703. (AS TO PARCELS 1 AND 3) [AFFECTS-DEPICTED HEREON]
8. CONTINGENT, PRIVATE CROSS ACCESS EASEMENT RESERVED IN RESOLUTION NO. 2008-81 VACATING AND ABANDONING CERTAIN RIGHT OF WAY, EASEMENT OR LAND RECORDED JUNE 6, 2008, IN OFFICIAL RECORDS BOOK 6239, PAGE 4357. (AS TO PARCELS 1 AND 2) [AFFECTS-DEPICTED HEREON]
9. EASEMENT IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA RECORDED APRIL 21, 2008, IN OFFICIAL RECORDS BOOK 6345, PAGE 909. (AS TO PARCEL 3) [AFFECTS-DEPICTED HEREON]
10. ORDINANCE NO. 2016-08 RECORDED APRIL 11, 2016, IN OFFICIAL RECORDS BOOK 7239, PAGE 3253. (AS TO ALL PARCELS) [AFFECTS-BLANKET IN NATURE]
11. ORDINANCE NO. 2016-28 RECORDED SEPTEMBER 26, 2016, IN OFFICIAL RECORDS BOOK 7306, PAGE 2766. (AS TO ALL PARCELS) [AFFECTS-DEPICTED HEREON]
12. COMPENSATING STORMWATER STORAGE EASEMENT AGREEMENT RECORDED APRIL 7, 2021, IN OFFICIAL RECORDS BOOK 8022, PAGE 723. (AS TO ALL PARCELS) [AFFECTS-DEPICTED HEREON]
13. RIGHT OF WAY FOR U.S. HIGHWAY NO. 1. (AS TO PARCELS 1 AND 3) [AFFECTS-DEPICTED HEREON]
14. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. [NO DOCUMENTS PROVIDED FOR REVIEW]
15. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED JANUARY 11, 2022 IN OFFICIAL RECORDS BOOK 8185, PAGE 1735. [AFFECTS-BLANKET IN NATURE]

SURVEYOR'S NOTES:

1. ALL INTERIOR ELEVATIONS SHOWN HEREON WERE TAKEN FROM A SURVEY PREPARED BY THIS FIRM ON 11/05/2003.
2. ELEVATIONS SHOWN WITHIN THE SOUTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 01/21/2016.
3. ELEVATIONS SHOWN WITHIN THE NORTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE ENTRY INTO DESTINATION DAYTONA WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 10/17/2019.
4. ELEVATIONS SHOWN WITHIN THE NORTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE ENTRY INTO DESTINATION DAYTONA WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 08/23/2022.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NGVD 29 VERTICAL DATUM AS DERIVED FROM NGS BENCHMARK "195 71 A37", HAVING A PUBLISHED ELEVATION OF 29.95 NGVD 29. THE CONVERSION TO NAVD 88 IS MINUS (-) 1.09 FEET.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
313/7-10	10/30/19	LAT	ADDED TOPOGRAPHIC INFORMATION WITHIN THE R.T/W OF US 1 R/W.	LHD
N/A	11/06/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP.	LHD
N/A	11/19/20	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS.	LHD
342/41-42	08/23/22	LAT	UPDATED TOPOGRAPHIC SURVEY.	LHD

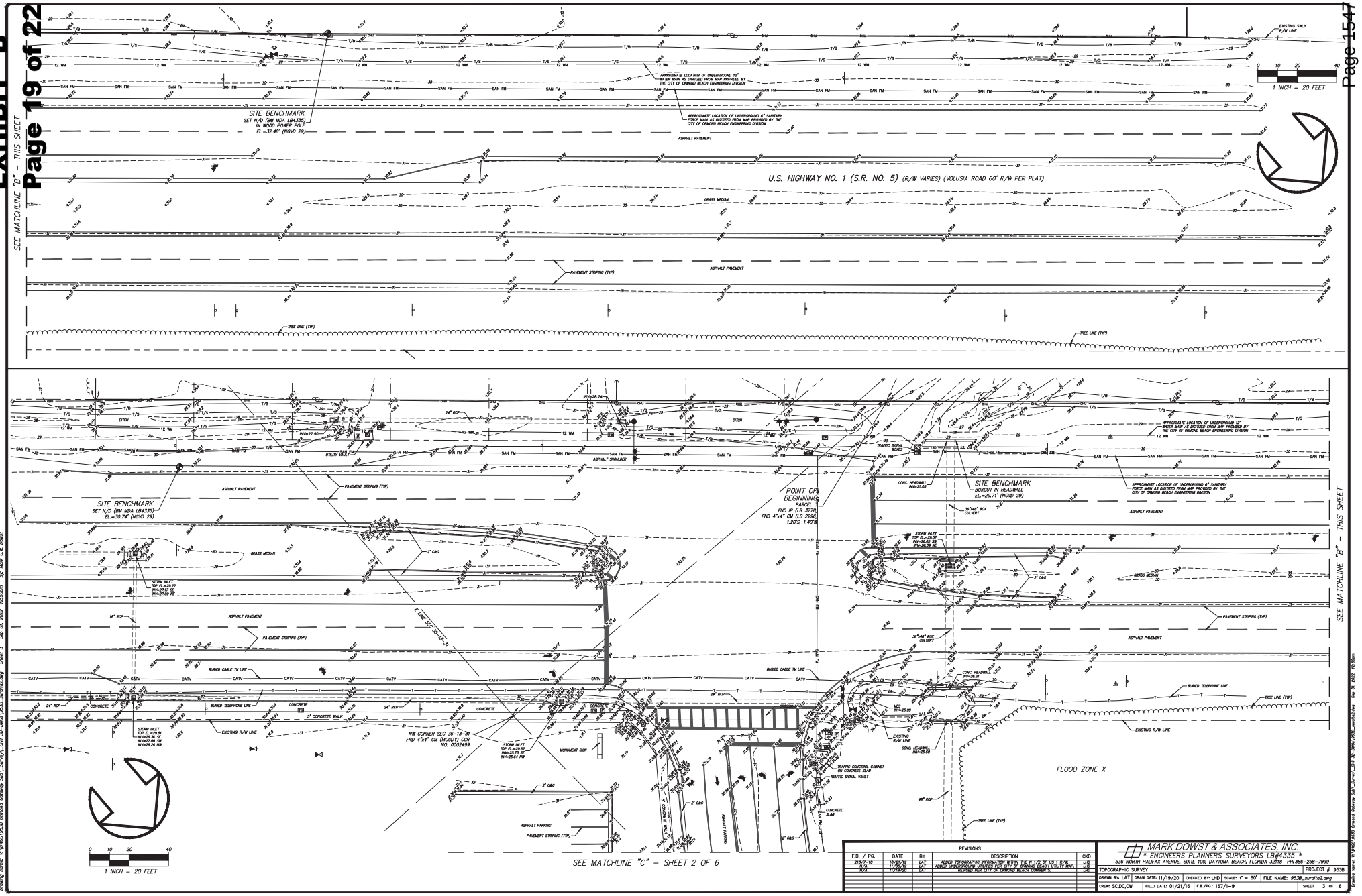
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

TOPOGRAPHIC SURVEY — PROJECT # 9538

DRAWN BY: LAT | DRAW DATE: 11/19/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 9538_surv1to2.dwg

CREW: SC,DC,CW | FIELD DATE: 01/21/16 | F.B./PG.: 167/1-9 | SHEET 2 OF 6

Drawing name: k:\JOBS\9538 Ormond Gateway Sub_Survey_Civil 3D-JOBS\9538_surv1to2.dwg Sheet 2 Sep 01, 2022 12:53pm by: Mark C.W. Dowst



REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
213/7-10	10/20/19	LAT	ADDED TOPOGRAPHIC INFORMATION WITHIN THE N 1/2 OF US 1 R/W	LHD
N/A	11/05/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP	LHD
N/A	11/19/20	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS	LHD

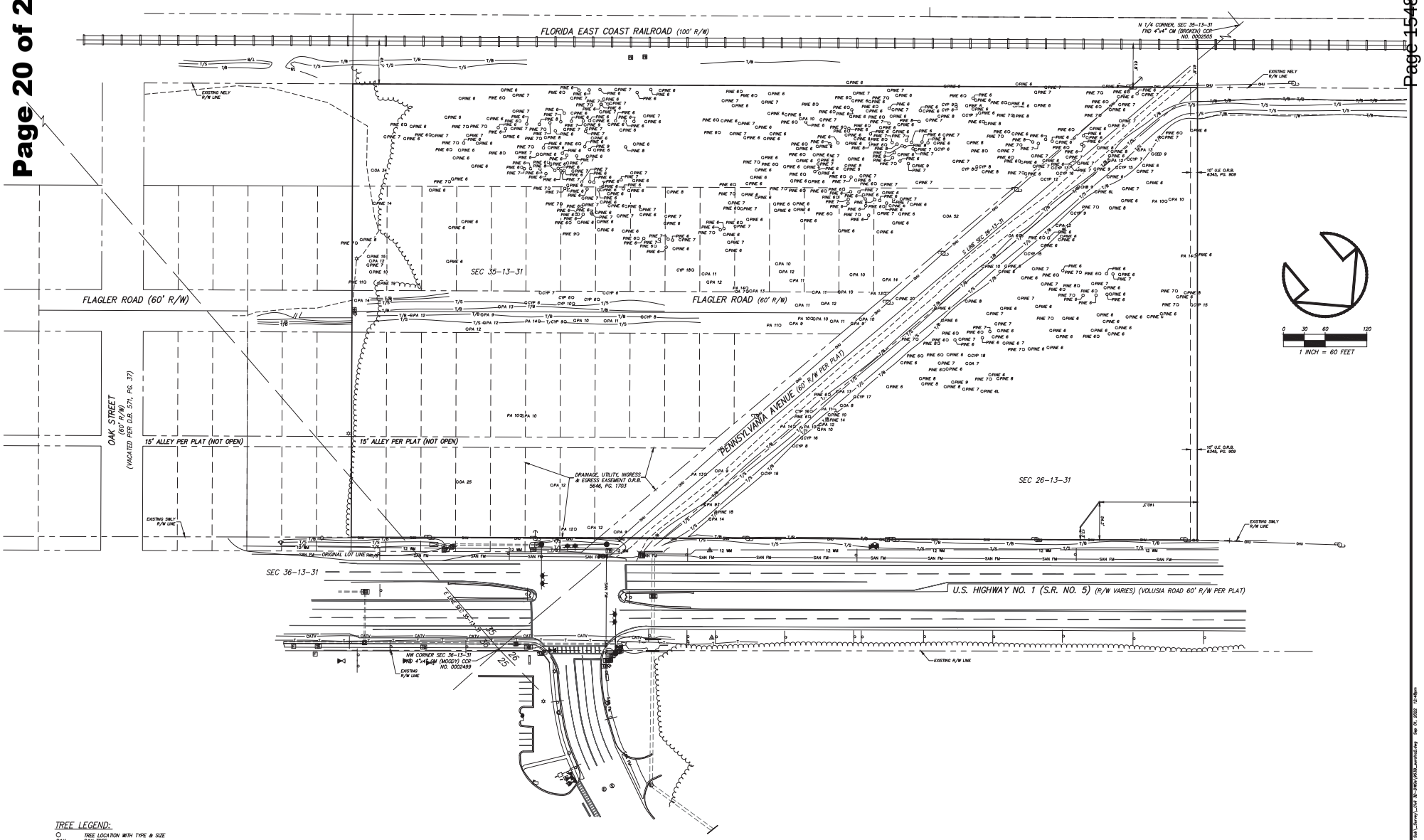
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

TOPOGRAPHIC SURVEY — PROJECT # 9538

DRAWN BY: LAT | DRAW DATE: 11/19/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 9538_surafa2.dwg

CREW: SC,DC,CW | FIELD DATE: 01/21/16 | F.B./PG.: 167/1-9 | SHEET 3 OF 6

Drawing name: k:\JOBS\9538 Ormond Gateway Sub_Survey_Civil 3D-JOBS\9538_surafa2.dwg Sep 01, 2022 12:50pm by: Mark C.W. Dowst Sheet 3



TREE LEGEND:

○	TREE LOCATION WITH TYPE & SIZE
BAY	BAY TREE
CAM	CAMPHOR TREE
CED	CEDAR TREE
CHB	CHINA BERRY TREE
CYP	CYPRESS TREE
ELM	ELM TREE
GUM	GUM TREE
MAG	MAGNOLIA TREE
MPL	MAPLE TREE
OA	OAK TREE
PA	PALM TREE
PINE	PINE TREE
TREE	UNKNOWN TREE TYPE

SURVEYOR'S NOTES:

1. ALL TREES SHOWN HEREON WERE TAKEN FROM A PREVIOUS SURVEY PREPARED BY THIS FIRM ON 11/05/2003 AND HAVE NOT BEEN RELOCATED OR UPDATED AS PART OF THIS SURVEY. TREES ARE SHOWN PER THE CLIENTS REQUEST AND ARE FOR INFORMATIONAL PURPOSES ONLY.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
N/A	11/06/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP.	LHD
N/A	11/19/20	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS.	LHD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

TREE LOCATION SURVEY — PROJECT # 9538

DRAWN BY: LAT | DRAW DATE: 11/19/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 9538_surotla2.dwg
CREW: SC,DC,CW | FIELD DATE: 01/21/16 | F.B./PG.: 167/1-9 | SHEET 4 OF 6

Drawing name: k:\DWGS\9538 Ormond Gateway Sub_Survey_Civil 3D-DWGs\9538_surotla2.dwg Sheet 4 Sep 01, 2022 12:48pm by: Mark C.W. Dowst

SURVEYOR'S NOTES:

1. WETLAND POINTS FIELD LOCATED BY THIS FIRM ON 10/15/2019, AS DELINEATED BY ZEV COHEN & ASSOCIATES, INC ON 09/30/2019.
2. BORING LOCATIONS WERE LOCATED BY THIS FIRM ON 10/10/2019, AS DELINEATED BY UNIVERSAL ENGINEERING SCIENCES, INC ON 09/30/2019.

OAK STREET
(60' R/W)
(VACATED PER D.B. 571, PG. 37)

FLAGLER ROAD (60' R/W)

15' ALLEY PER PLAT (NOT OPEN)

FLORIDA EAST COAST RAILROAD (100' R/W)

PENNSYLVANIA AVENUE (80' R/W PER PLAT)

U.S. HIGHWAY NO. 1 (S.R. NO. 5) (R/W VARIES) (VOLUSIA ROAD 60' R/W PER PLAT)

SEC 36-13-31

SEC 35-13-31

SEC 26-13-31

APPROXIMATE FLOOD ZONE LINE (TYP)

FLOOD ZONE X

FLOOD ZONE AE
BASE FLOOD EL=28.00' NAVD 88
(30.09' NGVD 29)

BORE HOLE P1
GROUND EL=28.5

BORE HOLE P2
GROUND EL=28.8

BORE HOLE P3
GROUND EL=28.5

BORE HOLE P4
GROUND EL=27.1

BORE HOLE P5
GROUND EL=26.5

N 1/4 CORNER, SEC. 35-13-31
FND 4"x4" CM (BROKEN) CORNER
NO. 0202489

0 30 60 120
1 INCH = 60 FEET

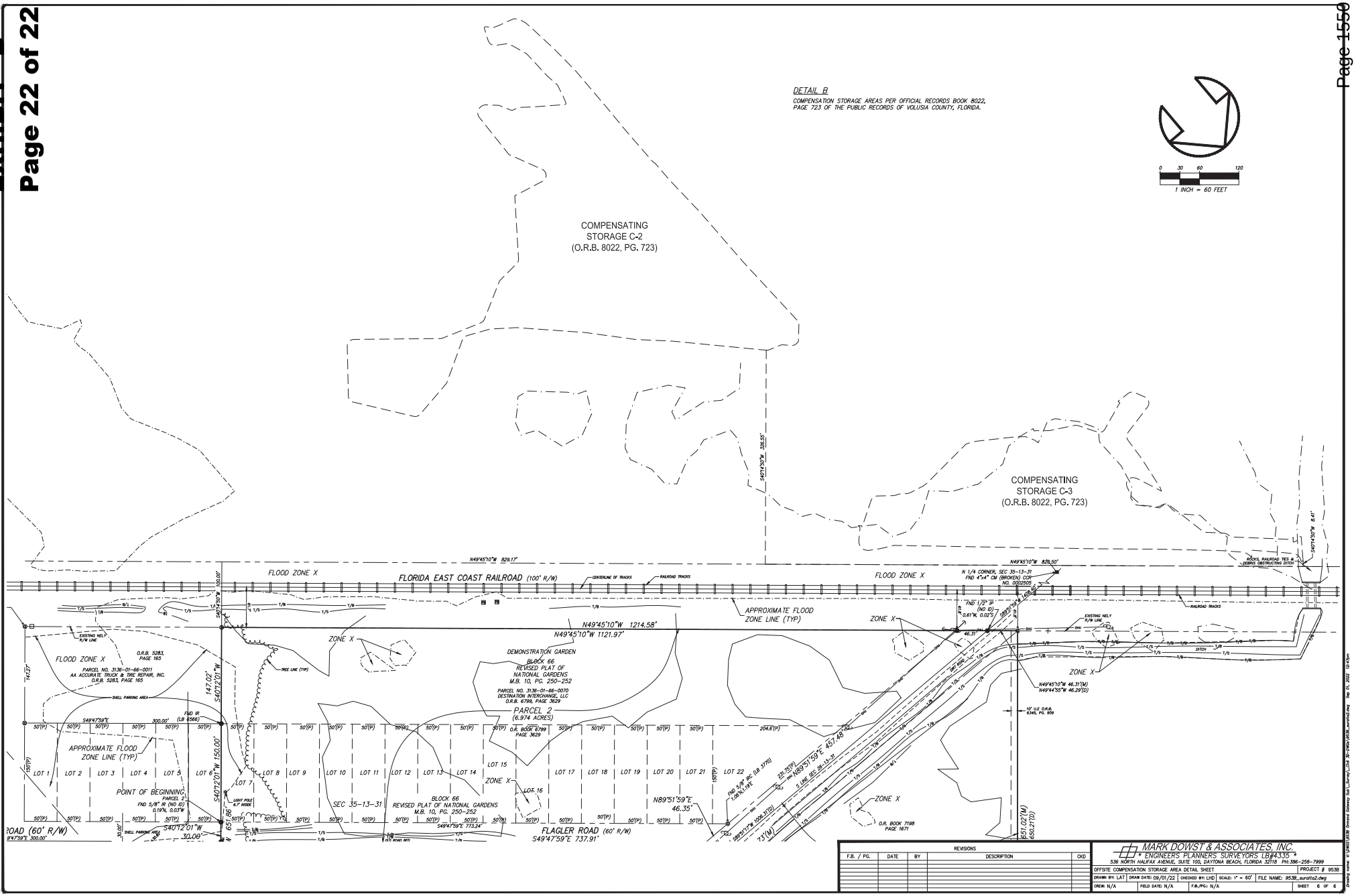
REVISIONS								
NO.	DATE	BY	DESCRIPTION	F.B.	PG.	CHD
1	10/25/19	MJ	ADDED TOPOGRAPHIC SURVEY DATA	1009	33	MJ
2	11/27/19	MJ	ADDED WETLAND LINE SURVEY DATA	1009	33	MJ
3	12/27/19	MJ	REVISED FLOOD ZONE LINES PER FIRM PANEL 0263J	1009	33	MJ
4	01/21/20	MJ	REVISED FLOOD ZONE LINES PER FIRM PANEL 0263J	1009	33	MJ
5	09/01/22	MJ	REVISED FLOOD ZONE LINES PER FIRM PANEL 0263J	1009	33	MJ
6						

MARK DOWST & ASSOCIATES, INC.
PROFESSIONAL SURVEYORS & MAPPERS
539 NORTH NOVA ROAD, SUITE 100, DAYTONA BEACH, FLORIDA 32114 PH: 386-239-7999

9538 ORMOND GATEWAY SUB
WETLAND LINE SURVEY

DRAWN BY: LAT | DRAW DATE: 12/27/20 | CHECKED BY: LJD | SCALE: 1" = 60' | FILE NAME: 9538_surv1to2.dwg
ORDER: GLORIA MB | FIELD DATE: 10/15/19 | F.B./PG.: 213/2-4

PROJECT # 9538
SHEET 5 OF 6



REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

OFFSITE COMPENSATION STORAGE AREA DETAIL SHEET — PROJECT # 953B

DRAWN BY: LAT | DRAW DATE: 09/01/22 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 953B_surata2.dwg
CREW: N/A | FIELD DATE: N/A | F.B./PG.: N/A | SHEET 6 OF 6

Drawing name: k:\JOBS\953B Ormond Gateway Sub_Survey_Civil 3D-JOBS\953B_surata2.dwg Sheet 6 Sep 01, 2022 12:47pm by Mark D.W. Dowst

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:

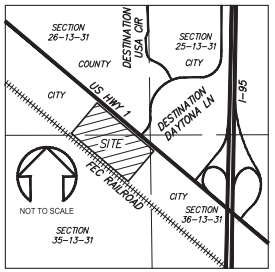
LEGAL DESCRIPTION:

LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS AND VACATED PENNSYLVANIA AVENUE, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 248.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S49°52'16"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 402.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250–252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°12'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 651.86 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT–OF–WAY; THENCE N49°45'10"W, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN N40°01'49"E, A DISTANCE OF 651.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S49°45'11"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 18.17 ACRES, MORE OR LESS.

VICINITY MAP



GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S89°51'59"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0184K, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF SEPTEMBER 29, 2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOODING) AND "AE" (AREA DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 29.00 FEET, NAVD 88 (30.09 FEET, NGVD 29).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.28083333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS. DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. 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 OR 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 TELEVISION 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 ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. NOTICE: THIS PLAT, AS RECORDED IN IT'S 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. THE COVENANTS AND RESTRICTIONS FOR ORMOND GATEWAY PROPERTY OWNERS' ASSOCIATION, INC. ARE RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. THE ARTICLES OF INCORPORATION OF THE ORMOND GATEWAY PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON _____, 2020, AND ASSIGNED DOCUMENT NUMBER _____ WITH THE FLORIDA DEPARTMENT OF STATE.
8. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
9. THE ACCESS AND UTILITY EASEMENT SHOWN HEREON IS GRANTED FOR CROSS ACCESS TO BENEFIT ALL LOTS AND TRACTS AND IS ALSO CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND IS A SEVERABLE, NON–EXCLUSIVE EASEMENT, GRANTING THE RIGHT TO ACCESS, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
10. TRACT A IS HEREBY DESIGNATED FOR STORM WATER MANAGEMENT AREA.
11. TRACT B IS HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF A LIFT STATION.
12. TRACT C IS HEREBY DEDICATED FOR LANDSCAPE BUFFER AND TREE PRESERVATION AND ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS.
13. LANDSCAPE BUFFERS AND TREE PRESERVATION EASEMENTS SHOWN HEREON ARE FOR THE ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS.

SHEET INDEX:

SHEET 1 – COVER PAGE
SHEET 2 – DETAIL PAGE
SHEET 3 – EASEMENT DETAIL PAGE

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
℄	CENTER LINE
CM	CONCRETE MONUMENT
D.B.	DEED BOOK
D.E.	DRAINAGE EASEMENT
ESMT	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FD.	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON–RADIAL
ORB	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON–TANGENCY
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
SEC	SECTION–TOWNSHIP–RANGE
S.R.	STATE ROAD
U.E.	UTILITY EASEMENT
⌐/¬	BREAK LINE
□	SET PRM (PRM LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
⊗	SET N/D (LB 4335)
⊗	FOUND N/D (AS NOTED)
●	SET 5/8" IRC (LB 4335)
●	FOUND IRON ROD (LB 4335)
	UNLESS OTHERWISE NOTED
○	FOUND IRON PIPE (AS NOTED)

JOINDER AND CONSENT TO DEDICATION

CENTERSTATE BANK, N.A., UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED IN THE ATTACHED PLAT, ENTITLED ORMOND GATEWAY SUBDIVISION, LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION SHOWN ON THE PLAT OF THE LANDS THEREIN AND DESCRIBED BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO SAID DEDICATION.

CENTERSTATE BANK, N.A.
A NATIONAL BANKING ASSOCIATION

BY: _____

PRINTED NAME, TITLE

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, A NOTARY PUBLIC OF THE STATE OF FLORIDA, _____, AS _____ OF CENTERSTATE BANK, N.A., KNOWN TO ALL MEN TO BE THE PERSON WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION AS LIEN HOLDER.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE NAMED ABOVE, THIS ____ DAY OF _____, 20__.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA.

BY: _____
MAYOR BILL PARTINGTON, CITY OF ORMOND BEACH

ATTEST: _____
KATE SETTLE, CITY CLERK

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

_____
RANDALL HAYES, ATTORNEY FOR THE CITY OF ORMOND BEACH

CERTIFICATE OF APPROVAL BY REVIEWING PROFESSIONAL

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177 OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

_____ DATE _____
PROFESSIONAL SURVEYOR AND MAPPER

MICHAEL E. AWAD
PRINTED NAME
PSM #5574
CERTIFICATE OF AUTHORIZATION NO.

BUSINESS ADDRESS:
UPHAM, INC., LB 3612
265 KENILWORTH AVE.
ORMOND BEACH, FLORIDA 32174

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT DESTINATION INTERCHANGE, LLC, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED ORMOND GATEWAY SUBDIVISION, LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

TRACT A IS HEREBY GRANTED AND CONVEYED TO THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE PURPOSE OF DRAINAGE DETENTION & RETENTION AND MAINTENANCE.

TRACT B IS HEREBY GRANTED AND CONVEYED THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE PURPOSE OF A LIFT STATION AND ASSOCIATED UTILITIES AND MAINTENANCE.

TRACT C IS HEREBY GRANTED AND CONVEYED TO THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE PURPOSE OF PRESERVING AND ENHANCING THE EXISTING TREES AND VEGETATION WITHIN THE LANDSCAPE BUFFER AREAS IN ORDER TO MEET THE CITY OF ORMOND BEACH MINIMUM PRESERVATION REQUIREMENTS.

ACCESS AND UTILITY EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH FOR ACCESS AND PUBLIC UTILITIES.

DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

IN WITNESS WHEREOF, DESTINATION INTERCHANGE, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED BY THE OFFICERS NAMED BELOW, AND IT'S SEAL TO BE AFFIXED HERETO THIS ____ DAY OF _____, 20____.

SIGNED AND SEALED IN THE PRESENCE OF:

_____
WITNESS

_____
PRINT NAME

_____
WITNESS

_____
PRINT NAME

DESTINATION INTERCHANGE, LLC

BY: _____
TITLE:

_____
PRINT NAME

ATTEST: _____

_____
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, A NOTARY PUBLIC OF THE STATE OF FLORIDA, STEPHEN SEVIGNY, AS MANAGER OF DESTINATION INTERCHANGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ALL MEN TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATION AND DEDICATION AS OWNER.

WITNESS MY HAND AND SEAL IN THE COUNTY AND STATE NAMED ABOVE THIS ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

PROFESSIONAL SURVEYOR AND MAPPERS CERTIFICATE

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 CONTAINED 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 177.091 (7) 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 STATUES..

_____ DATE _____
LEE H. DOWST P.L.S. NO. 6860
MARK DOWST & ASSOCIATES, INC., LB NO. 3445
536 N. HALIFAX AVENUE, SUITE NO. 100
DAYTONA BEACH, FLORIDA 32118

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

_____
SHAWN FINLEY, ENGINEER FOR THE CITY OF ORMOND BEACH

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, FILE NUMBER _____.

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

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 1 OF 3

NO.	DATE	APPR.	REVISION
8	12/23/22	LHD	ADDED ADDITIONAL ACCESS & UTILITY EASEMENTS.
7	11/29/22	LHD	REVISED PLAT PER SITE PLAN CHANGES.
6	06/20/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
5	05/28/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
4	11/19/20	LHD	REVISED SPELLING TYPOS IN TITLE AND NOTES.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

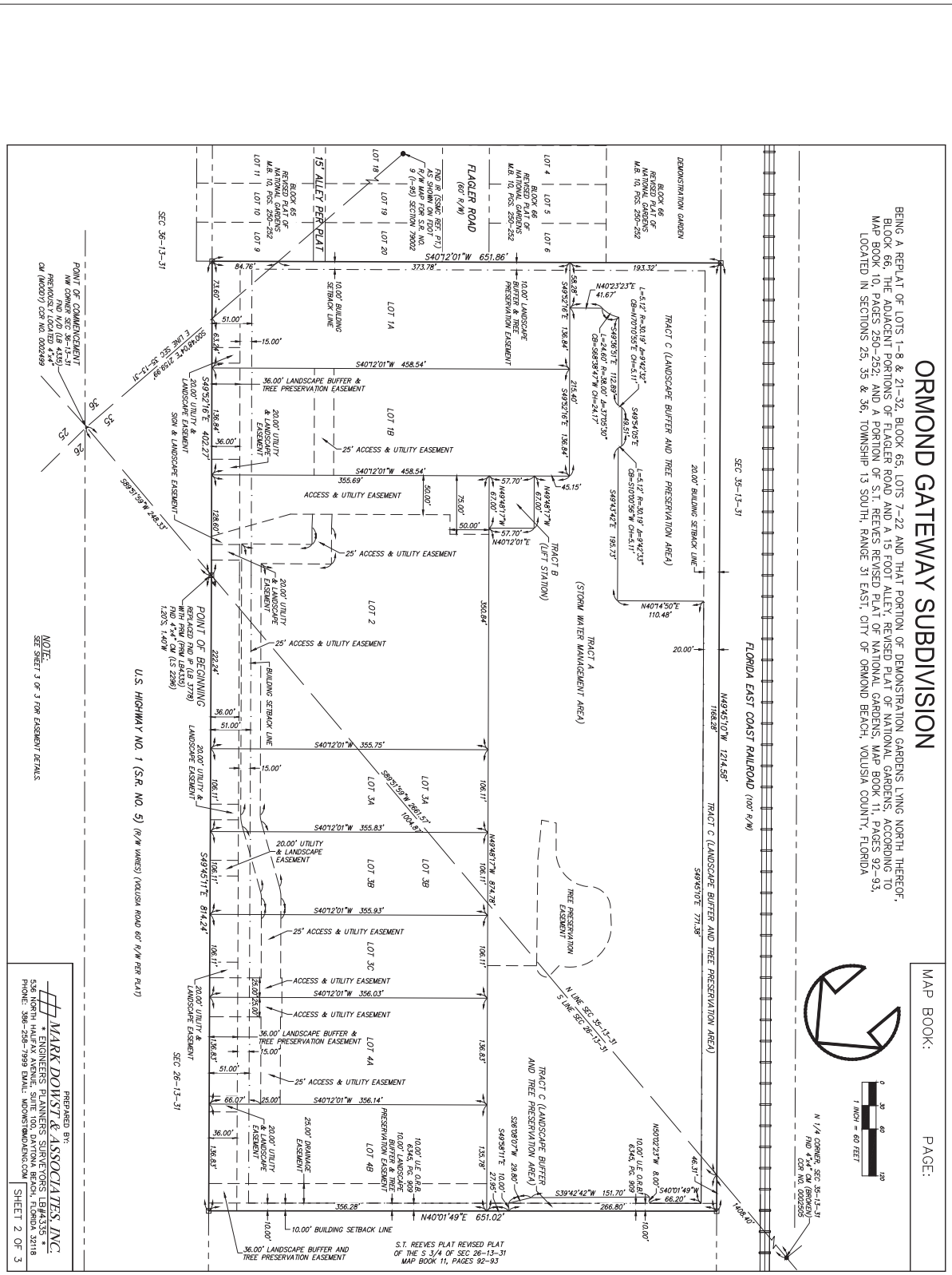
SCALE	DESIGNED	DRAWN	CHECKED	DATE
N/A	LAT	LAT	LHD	02/26/20

BY DATE

RECORD PLAT
ORMOND GATEWAY SUBDIVISION
ORMOND BEACH, FLORIDA
PRELIMINARY

PROJECT NO. 953B | 1
9538_surplat5

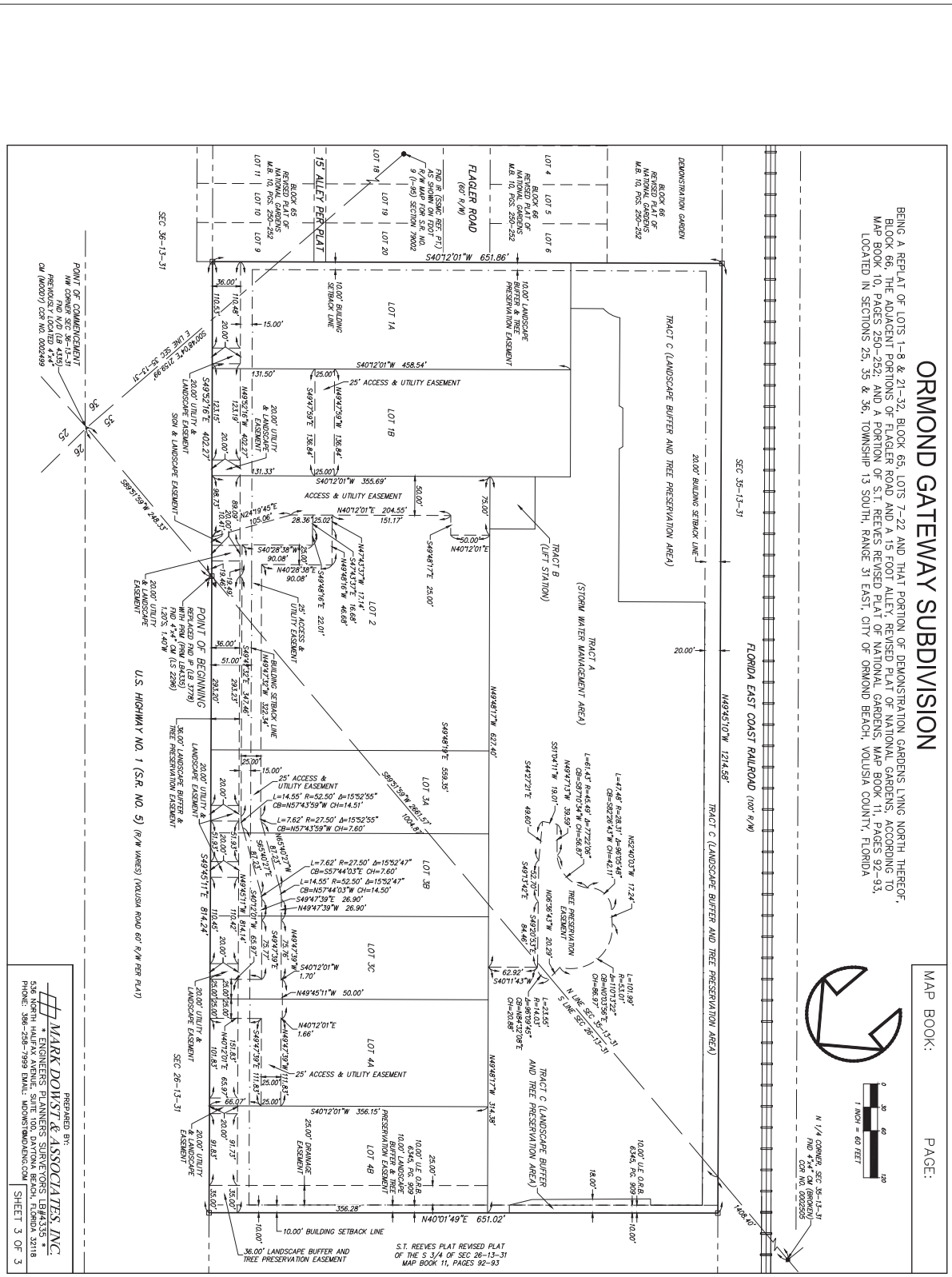
Drawing name: N:\JOBS\9538 Ormond Gateway Sub\Survey\Civil 3d Files\9538_surplat5.dwg Plot: 31 Dec 23, 2022 - 8:42am by: Mark Civil Direct



PROJECT NO. 953B	RECORD PLAT	MARK DOWST & ASSOCIATES, INC. ENGINEERS * PLANNERS * SURVEYORS EB 4335 LB 4335	
2	ORMOND GATEWAY SUBDIVISION	536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999	
953B_surplot5	ORMOND BEACH, FLORIDA	SCALE N/A · DESIGNED LAT · DRAWN LAT · CHECKED LHD · DATE 02/26/20	
		PRELIMINARY · BY · DATE	

NO.	DATE	APPR.	REVISION
8	12/23/22	LHD	ADDED ADDITIONAL ACCESS & UTILITY EASEMENTS.
7	11/29/22	LHD	REVISED PLAT PER SITE PLAN CHANGES.
6	06/21/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
5	05/28/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
4	11/16/20	LHD	REVISED SPEELING TYPOS IN TITLE AND NOTES.

Drawing name: H:\DWGS\953B Ormond Gateway Sub_Survey_Civil 3D-DWGs\953B_surplot5.dwg Plot 52 Dec 23, 2022 8:41am by Mark C.W. Dowst


ORMOND GATEWAY SUBDIVISION
BEING A REPLAT OF LOTS 1-8 & 21-32, BLOCK 65, LOTS 7-22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250-252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92-93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA
MAP BOOK:
PAGE:
FLAGLER ROAD (60' R/W)
15' ALLEY PER PLAT
BLOCK 65 REVISED PLAT OF NATIONAL GARDENS M.B. 10, PGS. 250-252
BLOCK 66 REVISED PLAT OF NATIONAL GARDENS M.B. 10, PGS. 250-252
DEMONSTRATION GARDEN
LOT 1A
LOT 1B
LOT 2
LOT 3A
LOT 3B
LOT 3C
LOT 4A
LOT 4B
TRACT A (STORM WATER MANAGEMENT AREA)
TRACT B (LIFT STATION)
TRACT C (LANDSCAPE BUFFER AND TREE PRESERVATION AREA)
FLORIDA EAST COAST RAILROAD (100' R/W)
U.S. HIGHWAY NO. 1 (S.R. NO. 5) (R/W VARIES) (VOLUSIA ROAD 60' R/W PER PLAT)
POINT OF BEGINNING
POINT OF COMMENCEMENT
S40°12'01"W 651.86'
S40°12'01"W 458.54'
S40°12'01"W 355.69'
S40°12'01"W 356.15'
N40°01'49"E 651.02'
N49°45'10"W 1214.58'
S89°51'59"W 2661.57'
S49°48'19"E 569.35'
N49°48'17"W 621.40'
N49°48'17"W 314.38'
S49°45'11"E 814.24'
N49°45'11"W 814.14'
N49°45'11"W 50.00'
S49°52'16"E 402.27'
S89°51'59"W 248.53'
N40°12'01"E 204.55'
N40°12'01"E 1.66'
N40°12'01"E 65.97'
N40°28'38"E 90.08'
S40°28'38"W 90.08'
S49°48'19"E 25.00'
N49°48'16"W 46.69'
S49°48'16"E 22.01'
N47°43'47"W 27.14'
N24°19'45"E 105.06'
S40°12'01"W 1.70'
S49°47'39"E 26.90'
N49°47'39"W 26.90'
S49°47'39"E 65.72'
N49°47'39"W 65.72'
S49°47'39"E 111.83'
N49°47'39"W 111.83'
S49°47'39"E 91.73'
N49°47'39"W 91.73'
S49°47'39"E 136.84'
N49°47'39"W 136.84'
S49°47'39"E 123.19'
N49°47'39"W 123.19'
S49°47'39"E 293.23'
N49°47'39"W 322.34'
S49°47'39"E 347.46'
S49°47'39"E 25.00'
N49°47'39"W 25.00'
S49°47'39"E 111.83'
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STAFF REPORT
City of Ormond Beach
Department of Planning

MEETING DATE: March 9, 2023

SUBJECT: Ormond Gateway Preliminary Plat (revision to 8 lots)

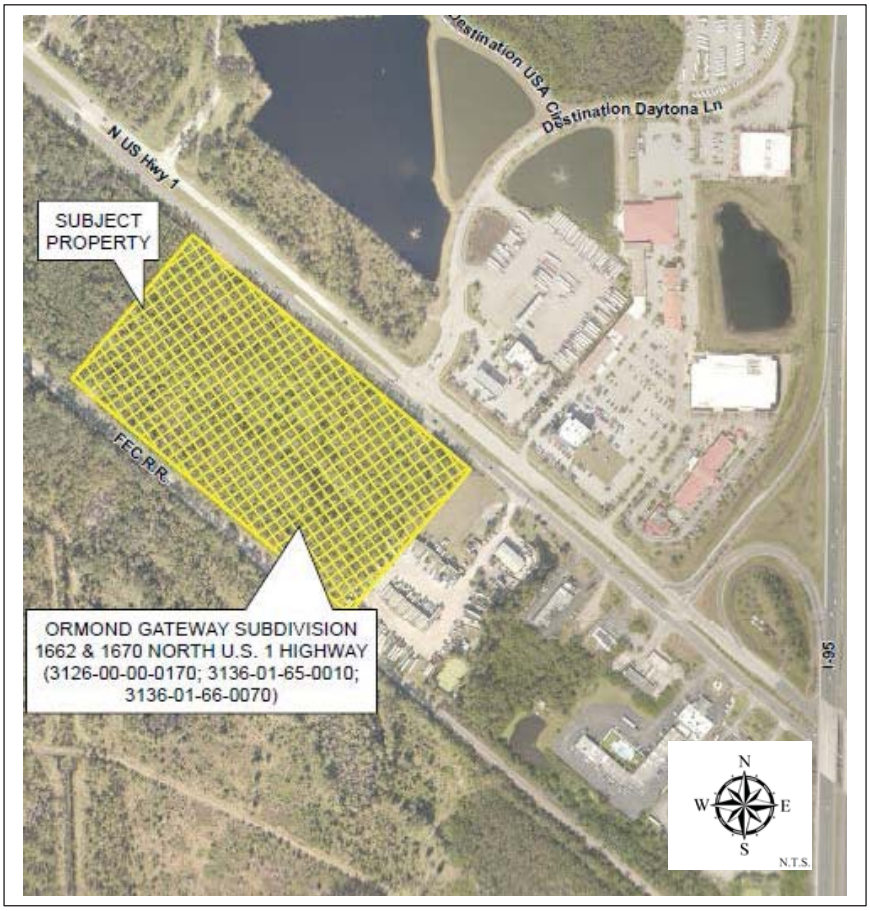
APPLICANT: Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC

NUMBER: PP 2023-025

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

INTRODUCTION: This is a request from Luke Kilic, P.E. of Zev Cohen and Associates on behalf of the property owner, Destination Interchange, LLC., for a preliminary plat for an 18.17 acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) for an eight (8)-lot commercial subdivision with associated site improvements. The preliminary plat location is shown in Exhibit 1 below.

EXHIBIT 1: Ormond Gateway preliminary plat area:

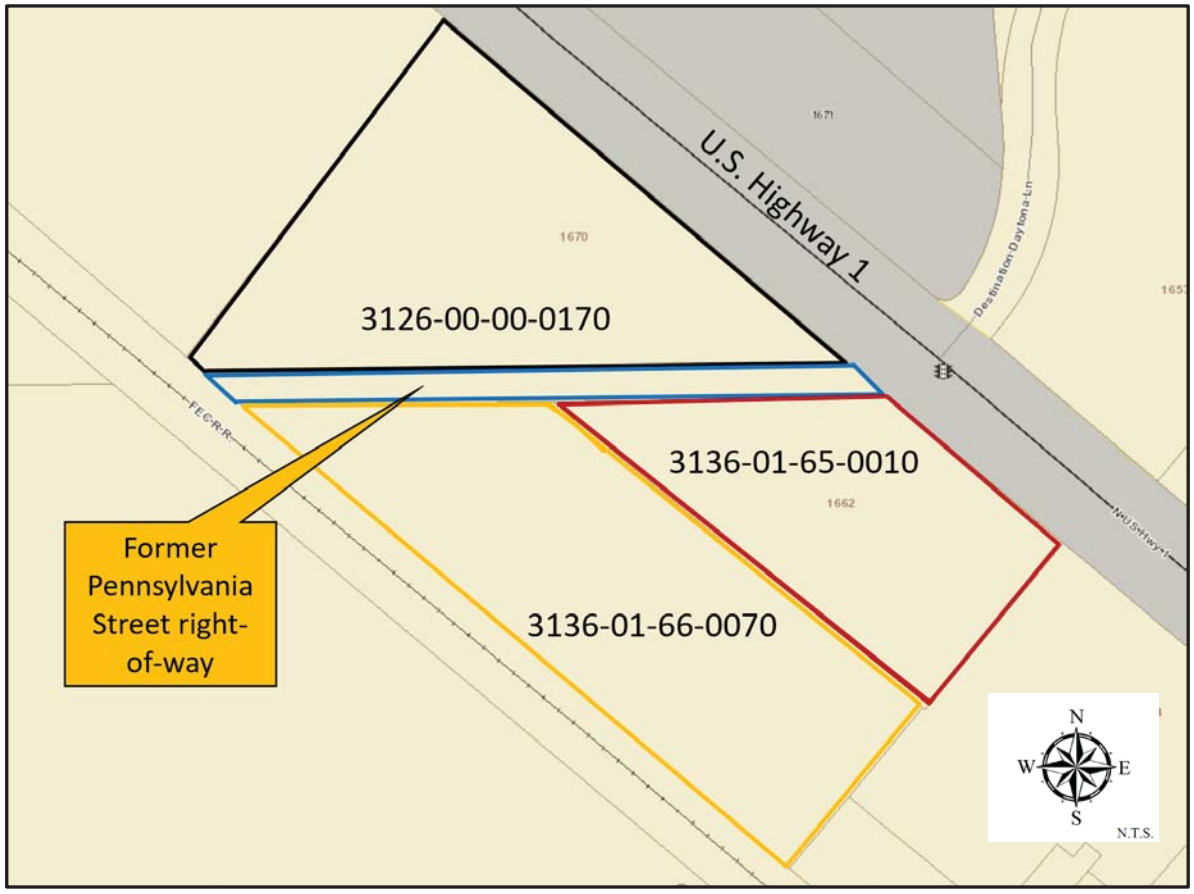


BACKGROUND:

The subject property of the Ormond Gateway plat consists of the following properties:

1. 1670 North U.S. Highway 1, Volusia County parcel 3126-00-00-0170;
2. 1662 North U.S. Highway 1, Volusia County parcel 3136-01-65-0010;
3. No address parcel, Volusia County parcel 3136-01-66-0070; and
4. The former Pennsylvania Street right-of-way which was vacated with Ordinance 2016-28.

EXHIBIT 2: Ormond Gateway parcels:



The subject property has a Future Land Use classification of “Low Intensity Commercial” and “Tourist Commercial” and a zoning designation of B-7, Highway Tourist Commercial. The B-7, Highway Tourist Commercial zoning district, Section 2-28 of the Land Development Code, requires a minimum lot width of 100’ and a minimum lot size of 20,000 square feet.

The following City Commission actions have occurred on this property:

1. Ordinance 2016-28, approved September 20, 2016, authorized the vacation of 60’ platted and unimproved right-of-way of Pennsylvania Avenue that bisected the property.

2. Resolution 2021-48, approved February 16, 2021, authorized a three (3)-lot commercial subdivision preliminary Plat.
3. Ordinance 2021-24, approved August 4, 2021, authorized a three (3)-lot commercial subdivision final plat.

No action has occurred since the final plat approval on the three lot plat.

ANALYSIS: The purpose of the application is the development of a commercial subdivision for eight (8) lots including the installation of utilities, stormwater management, compensating storage ponds, improvements in the Florida Department of Transportation right-of-way (driveway access, utilities and sidewalk) and Greenbelt landscape plantings. This submittal is a revision/amendment to the approved plat for a three (3)-lot commercial subdivision. The improvements associated with the preliminary plat will establish common improvements that would be used for all eight lots. The individual development of the lots would require separate Site Plan Review Committee (SPRC) review and approval. The project has indicated the uses would include a convenience/gas store for lot 2. The uses for the other lots have not been determined at this time. The existing abutting land use and zoning designations are as follows:

EXHIBIT 3: Abutting land use and zoning designations:

Direction	Current Land Uses	Land Use Designation	Zoning
North	Vacant	““Tourist Commercial”	B-7 (Highway Tourist Commercial)
South	AA Accurate Truck and Tire Repair	“Low Intensity Commercial” and “Tourist Commercial”	B-5 (Service Commercial) and B-7 (Highway Tourist Commercial)
East	Across U.S.1 – vacant and Love’s Travel center	“Low Intensity Commercial”	PBD (Planned Business Development) and B-7 (Highway Tourist Commercial)
West	Across F.E.C. Railroad – Vacant – Ormond Crossings	“Activity Center”	PMUD (Planned Mixed Use Development)

In order to subdivide land, preliminary and final plat approvals are required. The Land Development Code defines a preliminary plat as “a proposed subdivision plan that is in an exact and precise manner in which it may be evaluated pursuant to this Land Development Code and the comprehensive plan”. A preliminary plat contains information on stormwater design, utilities, lot grading, and road layout and is reviewed by the Site Plan Review Committee (SPRC). Preliminary plats are reviewed by the Planning Board

and acted upon by the City Commission. Once the preliminary plat has been approved, the developer will proceed with one of the two options described below:

> 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.

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.

Project Description:

Below is a description of the Ormond Gateway preliminary plat:

1. Eight (8) commercial lots are proposed on an 18.17-acre parcel. The proposed lot sizes meet or exceed the B-7 (Highway Tourist Commercial) zoning district requirements. The remaining areas are common stormwater, compensating storage and tree preservation areas.
2. No site plan development is proposed with the preliminary plat. This application is solely for the site subdivision work associated with the project. Any future lot development would require submittal and review of the Site Plan Review Committee.
3. There is an existing Florida Department of Transportation ditch along the general area of the vacated Pennsylvania Street right-of-way that will be relocated to the U.S. Highway 1 frontage and along the northern property line of the subject property. The relocated ditch would be piped.
4. Work within the Florida of Department of Transportation U.S. Highway 1 right-of-way includes:
    a. Construction of two access points. One access point aligns with the existing traffic signal of U.S. Highway 1 and Destination Daytona Lane.
    b. Construction of turning lanes into the project site.
    c. Construction of a six (6') foot sidewalk.

d. Piping for stormwater including the ditch relocation.

e. Connection to water and sewer lines.

5. Sheet 5 shows the limits of site clearing. The preliminary plat is only clearing areas needed for the construction of infrastructure improvements, such as stormwater ponds, utility improvements, and compensating storage. The 36' greenbelt buffer would remain except where the driveway and utility connections occur. The site plans for the lots would each have their own site plans, including clearing areas and required landscape plantings.
6. There are two (2) historic trees of 52" and 38" in diameter that shall remain.
7. In Attachment 2, the Environmental Assessment for the project is included. The property has a total wetland area of 4.21 acres and a total surface water area (ditch) of 0.58 acres. The Environmental Assessment states that a total of 2.24 mitigation bank credits is required to offset the wetland impacts.
8. The subject property is within a flood zone. Filling within the flood zone requires compensating storage. The project has on-site and off-site compensating storage proposed. Section 3-20(k)(7)(b) of the Land Development Code states the off-site compensating storage "must be considered hydrologically equivalent and documentation of equivalency shall be submitted". The two off-site compensating storage areas are located across the railroad and are 1.67 and 3.05 acres in size and have been determined by the SPRC as hydrologically equivalent.
9. Project utility connections would occur with the preliminary plat, including connections to the existing water and sewer lines in the U.S. Highway 1 right-of-way. The project has designed a master lift station to serve the eight (8) lots.
10. The Land Development Code requires 15% of the site to remain in a natural state or 2.72 acres. The project has proposed 3.05 acres to remain in a natural state or 16.78% of the site area.

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 B-7, Highway Tourist Commercial zoning designation. After the project has completed the subdivision improvements, a final plat would be required with two hearings before the City Commission. Any updates or changes that occur during construction would be included in the final plat. The individual lots would be developed separately with review by the Site Plan Review Committee.

(2)The proposed development is consistent with the Comprehensive Plan.

The project has two land use designations as follows:

C. **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

E. **Low Intensity Commercial (LIC)**

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

The subject property is located approximately 1,500 linear feet to the I-95 and U.S. Highway 1 interchange and has access to a signalized intersection. The preliminary plat does not approve any specific use; however, the coordinated development approach of the project is a benefit with common access, stormwater, utilities, compensating storage and landscaping. The proposed preliminary plat for the subdivision of land 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.

The Environmental Assessment for the project is included as Attachment 2. The wetland impacts are within the regulations of the Land Development Code and Comprehensive Plan regulations. The project is proposing on and off-site compensating storage to ensure that the area filled within the floodplain provides an acceptable floodplain storage. The project floodplain impacts and compensating storage meet the regulations of the Land Development Code.

(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 of land will not 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 subject property is located along a commercial corridor within close proximity to I-95 and has access to a signalized traffic intersection. The proposed lot sizes meet or exceed the requirements for the B-7 zoning district.

(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 water, wastewater, roads, public safety, and stormwater. The preliminary plat demonstrates a unified master development plan for the project area.

(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 preliminary plat proposes the construction of two (2) access points that will provide access to all eight (8) lots. Turn lanes and a sidewalk are also proposed with the North U.S. Highway 1 right-of-way. The project has performed a traffic study associated with the overall development which led to the proposed right-of-way improvements shown on the preliminary plat. Each lot will have a separate concurrency analysis as part of site development.

(7) The proposed development is functional in the use of space and aesthetically acceptable.

The proposed development plan is functional and provides a unified development plan of the 18-acre parcel.

(8)The proposed development provides for the safety of occupants and visitors.

The proposed subdivision of land provides for the safety of its occupants and visitors.

(9)The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The preliminary plat does not approve specific architectural drawings. The future development shall be required to comply to the city's adopted architectural regulations.

(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 the subdivision of land for an 18.17-acre property located at 1670 North U.S. Highway 1 (Volusia County parcel number: 3126-00-00-0170), 1662 North U.S. Highway 1 (Volusia County parcel number: 3136-01-65-0010), and no address (Volusia County parcel number: 3136-01-66-0070) into an eight (8)-lot commercial subdivision with associated site improvements.

Attachments:

Attachment 1: Site Plan Review Committee (SPRC) outstanding comments

Attachment 2: Maps of the project area

Attachment 3: Environmental assessment

Attachment 4: Preliminary plat

Attachment 5: Construction plans

Attachment 1:

Site Plan Review Committee outstanding comments

Project Name: PZ-23-025
Project Description: Ormond Gateway Subdivision - Commercial, 8 lots (revision)
Review Comments List Date: 2/23/2023

Ref. # 14, Civil Engineer, David Allen
Markup: Civil-Standard Details, C2 CONSTRUCTION NOTES.pdf
The standard details shown here with the date of Dec 2015 have been revised as of 2020. please replace the details withh the most recent editions.

Ref. # 15, Civil Engineer, David Allen
Markup: Civil-Standard Details, C3 CONSTRUCTION NOTES.pdf
Please replace with the most recent editions of details.

Ref. # 16, Civil Engineer, David Allen
Markup: Civil-Access, C6 OVERALL SUBDIVISION PLAN.pdf
The plat shows an access easement across Lot 1B for connectivity to Lot 1A. It is not shown on this overall plan.

Ref. # 17, Civil Engineer, David Allen
Markup: Civil-Water Service, C9 UTILITY PLAN.pdf
Provide rationale for 17 wet taps for this project. If individual lots require double services, make a single tap for the larger line, tee off for the potable water with gate valves on each line. This will allow the fire line to be shut down without affecting the potable and vice versa.\
On Lot 3C relocate the service or fire hydrant to allow 8-10 feet between wet taps.

Ref. # 18, Civil Engineer, David Allen
Markup: Civil-Wetland Impacts, C5 DEMOLITION & EROSION CONTROL PLAN.pdf
Provide chart of wetland impacts and wetland buffer impacts.

Ref. # 19, Civil Engineer, David Allen
Markup: Civil-Stormwater-Floodplain Impacts, Stormwater Calculations.pdf
Wok on the project limits was approved un PZ 20-091 in 2020. The plan sheets closely resemble the previously approved plans. Provide certification that the impervious surface has not increased from the the previous site plan, and the floodplain impacts have not changed from the previous project.
Provide documentation on the compensatory storage for the project.

Ref. # 20, Civil Engineer, David Allen
Markup: Civil-Floodplain, C5 DEMOLITION & EROSION CONTROL PLAN.pdf
Show limits of floodplain for project. Provide documentation for compensatory storage as well as impacts.

Ref. # 1, Landscape Architect, Cara Culliver
Markup: Text Cut Off, C6 OVERALL SUBDIVISION PLAN.pdf
- Please expand viewport so the building & landscape buffer text isn't cut off, see red cloud.

Ref. # 2, Landscape Architect, Cara Culliver
Markup: Greenbelt Buffer Chart, LA1 LANDSCAPE PLAN & DETAILS.pdf
- Provided Trees within the Greenbelt (remove the word total) = 30.

- Add another line showing, The Total Trees Provided = 308.

Ref. # 3, Landscape Architect, Cara Culliver
Markup: Specimen Tree Note, TP1 TREE PROTECTION PLAN & DETAILS.pdf
- Please revise note to below:
- The deficient specimen trees of (10) have been mitigated for, see specimen tree calculations below.

Ref. # 4, Landscape Architect, Cara Culliver
Markup: Statistical Tree Survey Report, TP1 TREE PROTECTION PLAN & DETAILS.pdf
- Please include the statistical tree survey report in the documents folder with the next submittal.

Ref. # 5, Landscape Architect, Cara Culliver
Markup: Remove Clouded Text, LA1 LANDSCAPE PLAN & DETAILS.pdf
- Please remove the clouded text, the planting keys aren't readable.

Ref. # 25, Planner 2, Sarah Cushing
Markup: Planning - outside agency checklist, C3 CONSTRUCTION NOTES.pdf
Complete the outside agency checklist and provide copies to staff prior to final SPRC approval.

Ref. # 21, Planner 3, Becky Weedo
Markup: Flood Zones boundaries and compensating storage calcs, C6 OVERALL SUBDIVISION PLAN.pdf
Please delineate the flood zone boundaries for Lots 2-4. The Base Flood Elevation approximately 29 feet NAVD 88. Any new structures will be required to be one foot above the Base Flood Elevation. Please provide the compensating storage calculations for the development.

Ref. # 22, Planner 3, Becky Weedo
Comment: Please refer to Civil Engineer comments regarding impervious and compensating storage.

Ref. # 23, Planning Director, Steven Spraker
Markup: Planning, City Clerk, 953B_Final Plat_Ormond Gateway Sub (12-23-22).pdf
Please update the City Clerk to Susan Carroll Dauderis.

Ref. # 24, Planning Director, Steven Spraker
Markup: Planning, City Engineer, 953B_Final Plat_Ormond Gateway Sub (12-23-22).pdf
Please update City Engineer to Alex Schumann.

Ref. # 6, Utility 1, Mike Stephenson
Markup: Wetwell EL Review, C18 CONSTRUCTION DETAILS.pdf
Bottom of wetwell EL does not match value from lift station report. Please review

Ref. # 7, Utility 1, Mike Stephenson
Markup: Sanitary Elevation Review, C9 UTILITY PLAN.pdf
MH-3 currently shown with invert of 25.31 for northwest. This implies the top of pipe for the proposed 6-inch lateral will be above 26 EL when going to lots 4A and 4B. If so, then the proposed gravity piping would be sticking out of the ground in the proposed stormwater swale/ditch with structure EW-02 being at 25.5 EL. Recommend review

Ref. # 8, Utility 1, Mike Stephenson
Markup: Utility Ownership, C9 UTILITY PLAN.pdf
Please confirm utilities out of the right of way will be maintained by an HOA, or single point of private ownership

Ref. # 9, Utility 1, Mike Stephenson
Markup: Water Service to Lift Station, C9 UTILITY PLAN.pdf
LDC requires 1-inch water service to private lift stations. Please review

Ref. # 10, Utility 1, Mike Stephenson
Markup: Fire Hydrant distance , C9 UTILITY PLAN.pdf
LDC requires proposed structures to be within 300 lineal feet of a hydrant as the hose would be ran. Additional hydrant(s) appear to be warranted. Please review,

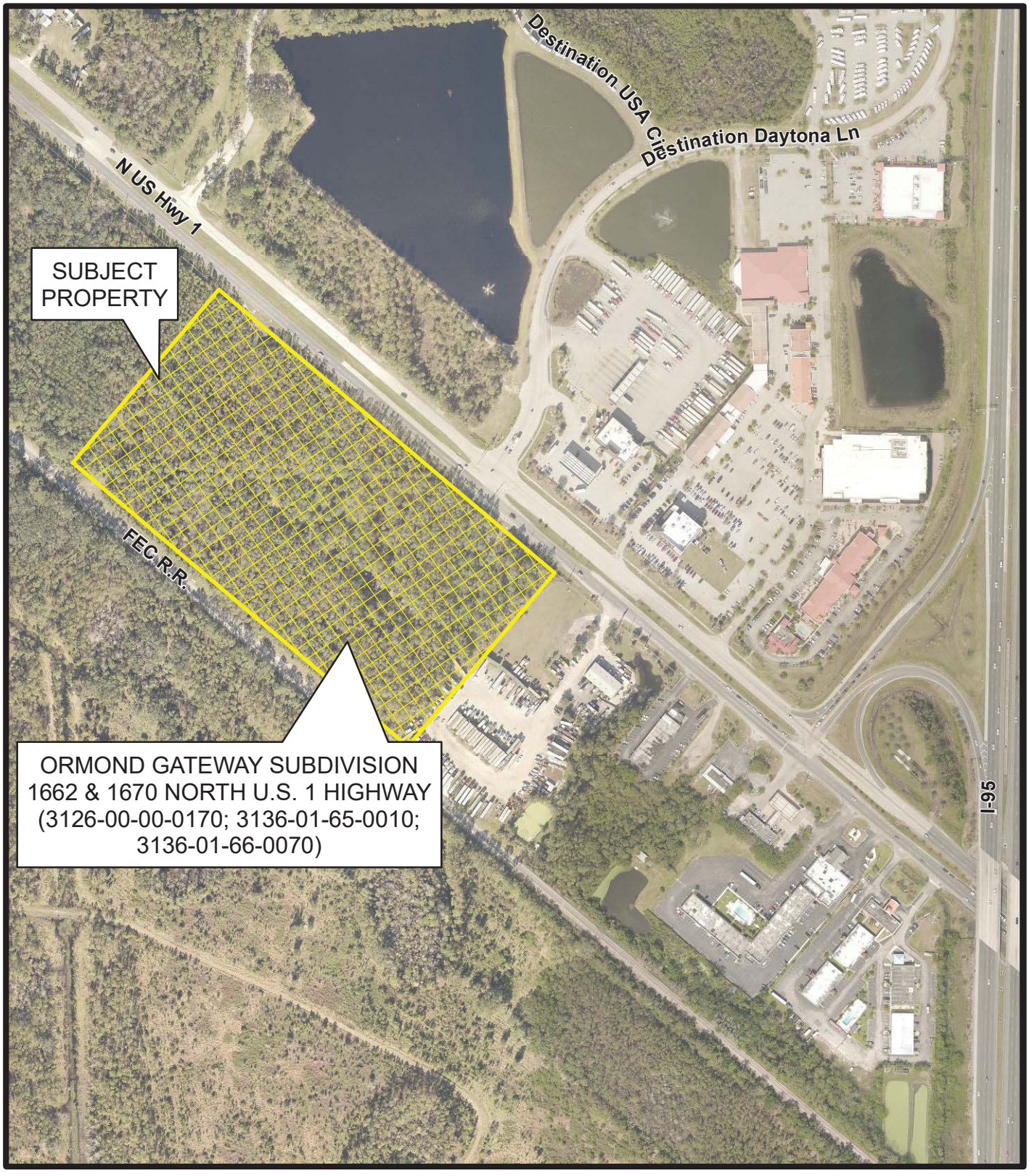
Ref. # 11, Utility 1, Mike Stephenson
Markup: FDOT permit, C9 UTILITY PLAN.pdf
Please provide FDOT permit to the City once obtained

Ref. # 12, Utility 1, Mike Stephenson
Markup: Water Main Fire Line Taps, C9 UTILITY PLAN.pdf
Please revise fire line taps on existing water main to be 12"x10" tapping sleeve and valve in order to avoid size on size tap. If applicant needs 12-inches for fire line, add 10x12 reducers upstream of proposed taps.

Ref. # 13, Utility 1, Mike Stephenson
Markup: Add FM Valve, C9 UTILITY PLAN.pdf
Add a 4-inch valve to the proposed force main at the right of way line. (Thus there would be two valves in total for the force main - one for the tap and one at the R.O.W. line)

Attachment 2:

Maps of the project area



ORMOND GATEWAY SUBDIVISION
1662 & 1670 N. U.S. 1 HWY (3126-00-00-0170; 3136-01-65-0010; 3136-01-66-0070)
AERIAL MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

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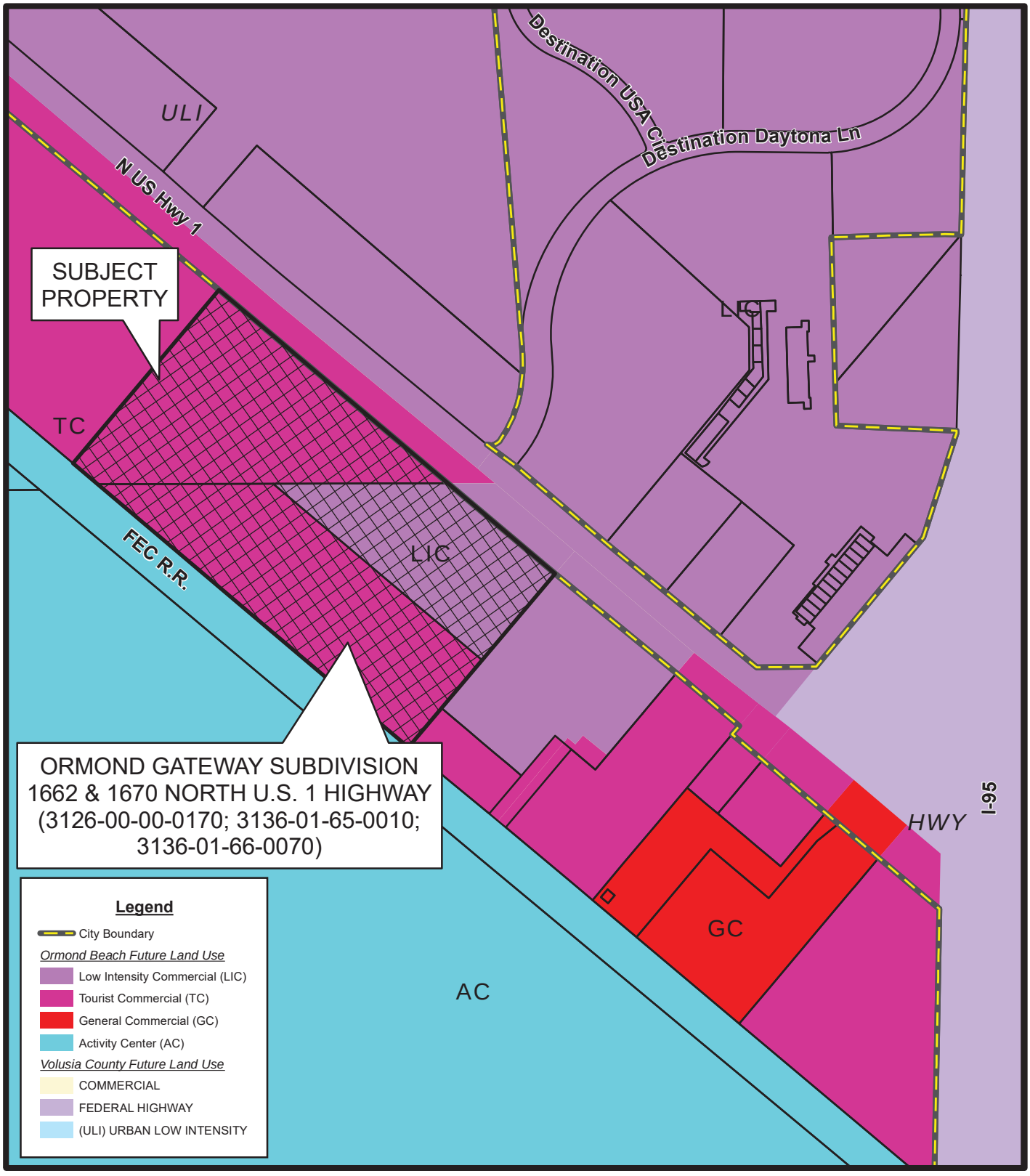

ORMOND GATEWAY SUBDIVISION
1662 & 1670 N. U.S. 1 HWY (3126-00-00-0170; 3136-01-65-0010; 3136-01-66-0070)
FUTURE LAND USE MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

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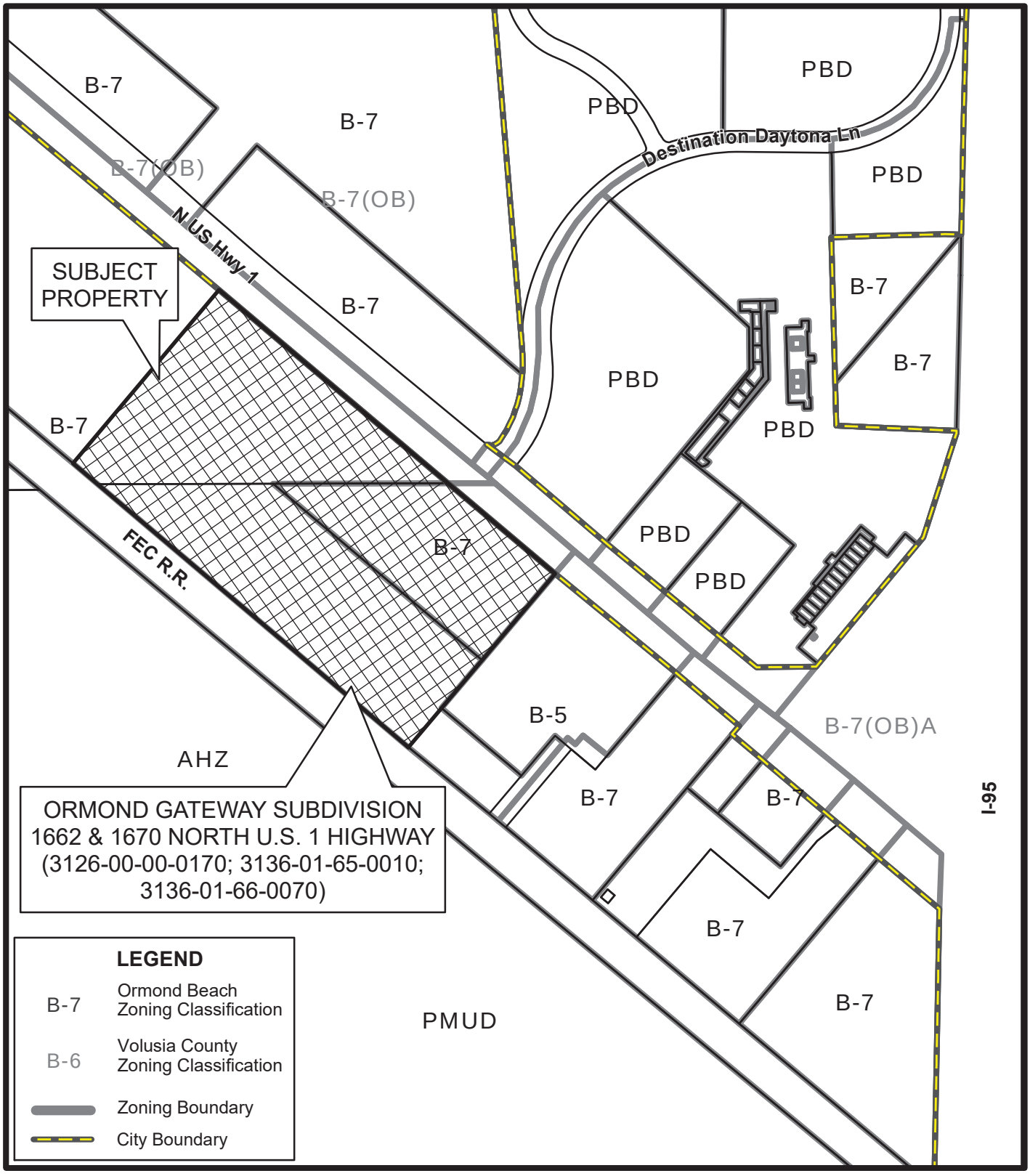

ORMOND GATEWAY SUBDIVISION
1662 & 1670 N. U.S. 1 HWY (3126-00-00-0170; 3136-01-65-0010; 3136-01-66-0070)
ZONING MAP

Prepared By: The City of Ormond Beach
G.I.S. Department - February 17, 2023

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N.T.S.

Attachment 3:

Environmental assessment (no change from the 1st project submittal)

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

Environmental Assessment

For

Ormond Gateway Subdivision

ZC 19006

December 11, 2019

Prepared For:
Destination Interchange, LLC.
Scott Klioze
7 Cypress Hollow Lane
Ormond Beach, FL 32174
(386) 212-8658

Prepared By:
Zev Cohen & Associates
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
(386) 677-2482

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Appendices

Appendix A – Exhibits

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- Quadrangle Map
- Soils Map
- Habitat Map
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- USACE Jurisdiction Map



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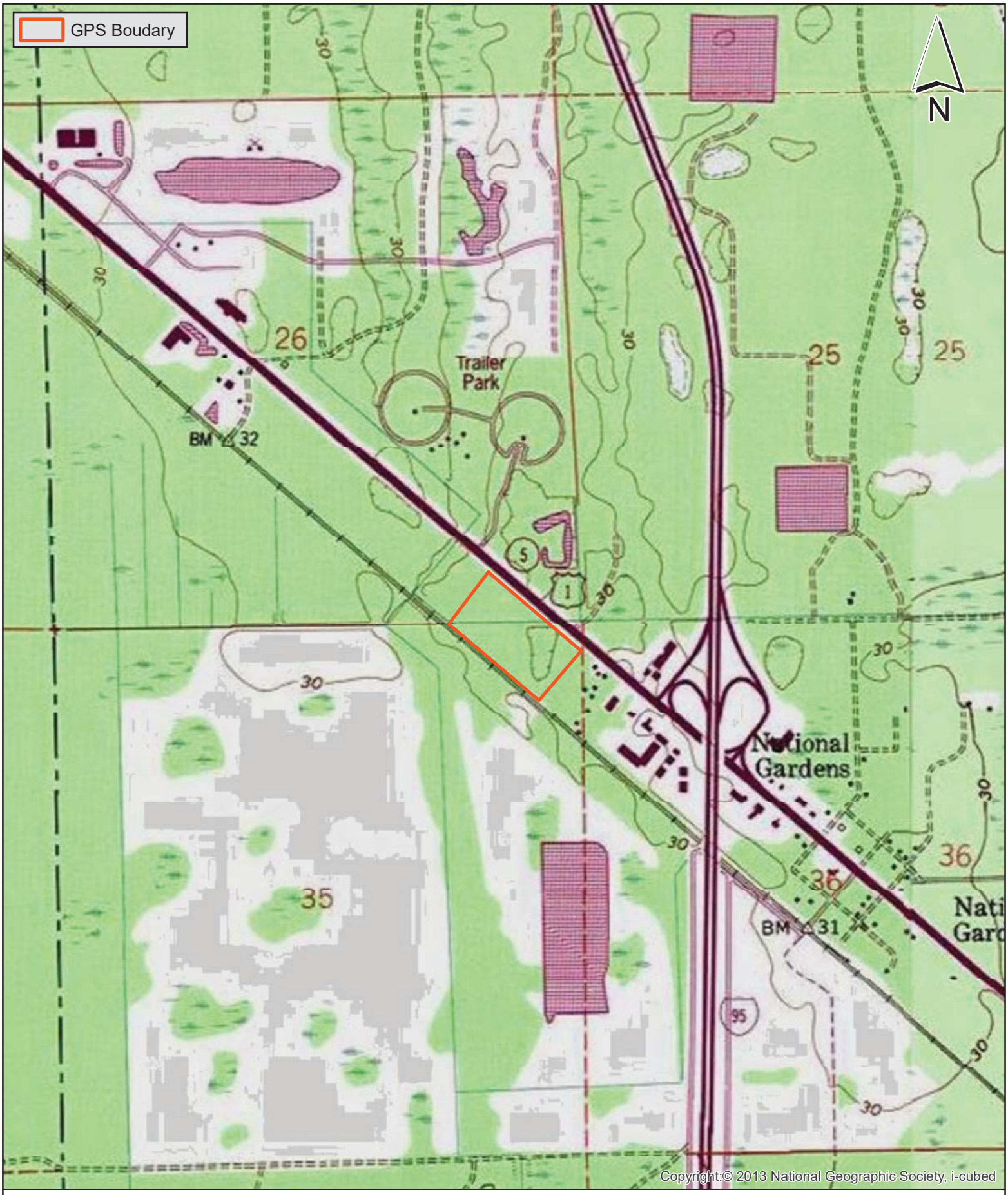
Aerial Map
Ormond Gateway Subdivision
Ormond Beach, Fl

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



USGS Quadrangle Map
Ormond Gateway Subdivision
Ormond Beach, Florida

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ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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Soils Map
Ormond Gateway Subdivision
Ormond Beach, Florida

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



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Habitat Map
Ormond Gateway Subdivision
Ormond Beach, Fl

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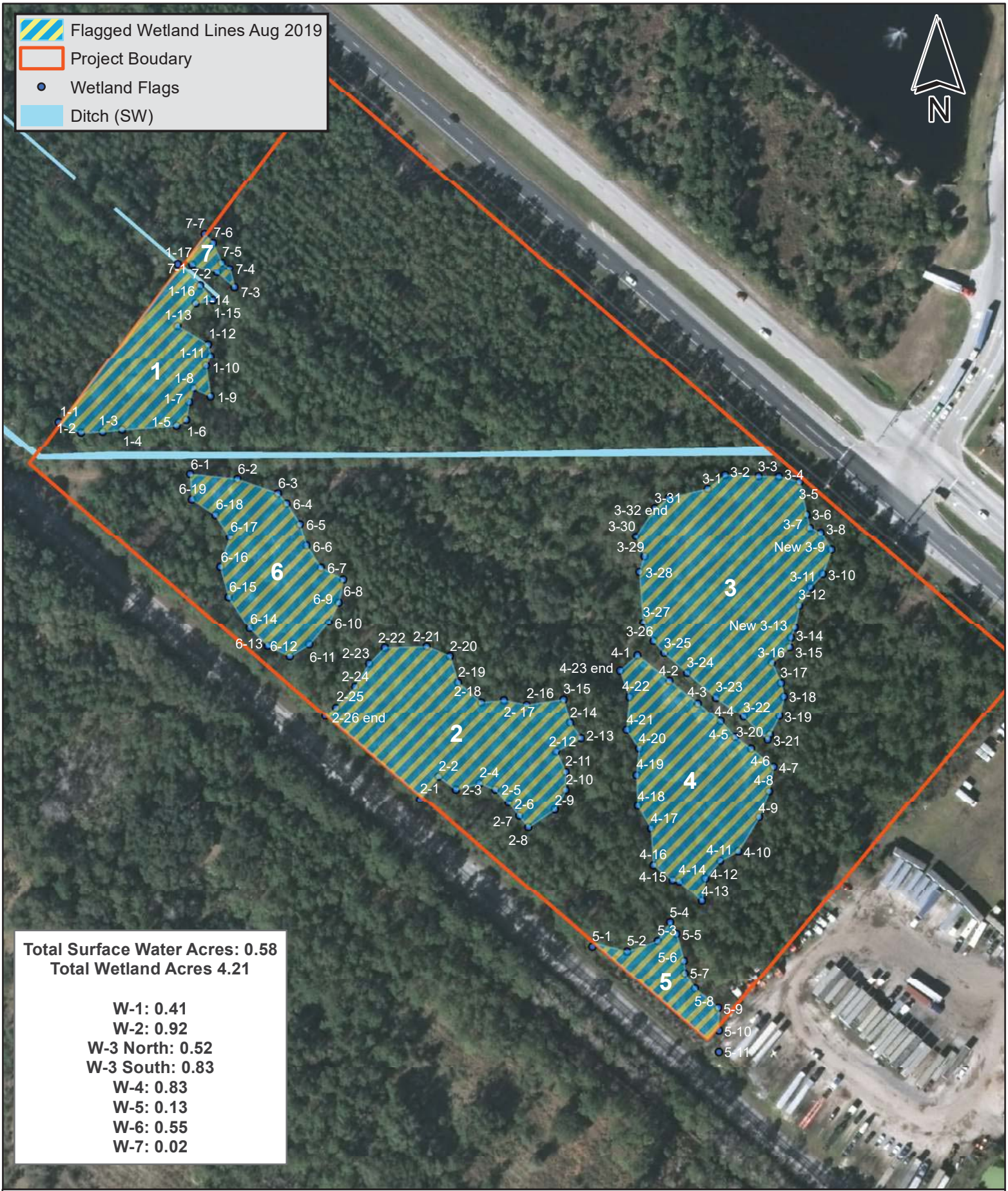
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482



Wetland Map
Ormond Gateway Subdivision
Ormond Beach, Florida

Date Saved: 11/19/2019 Created by: mtatum

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180 90 0 180 Feet

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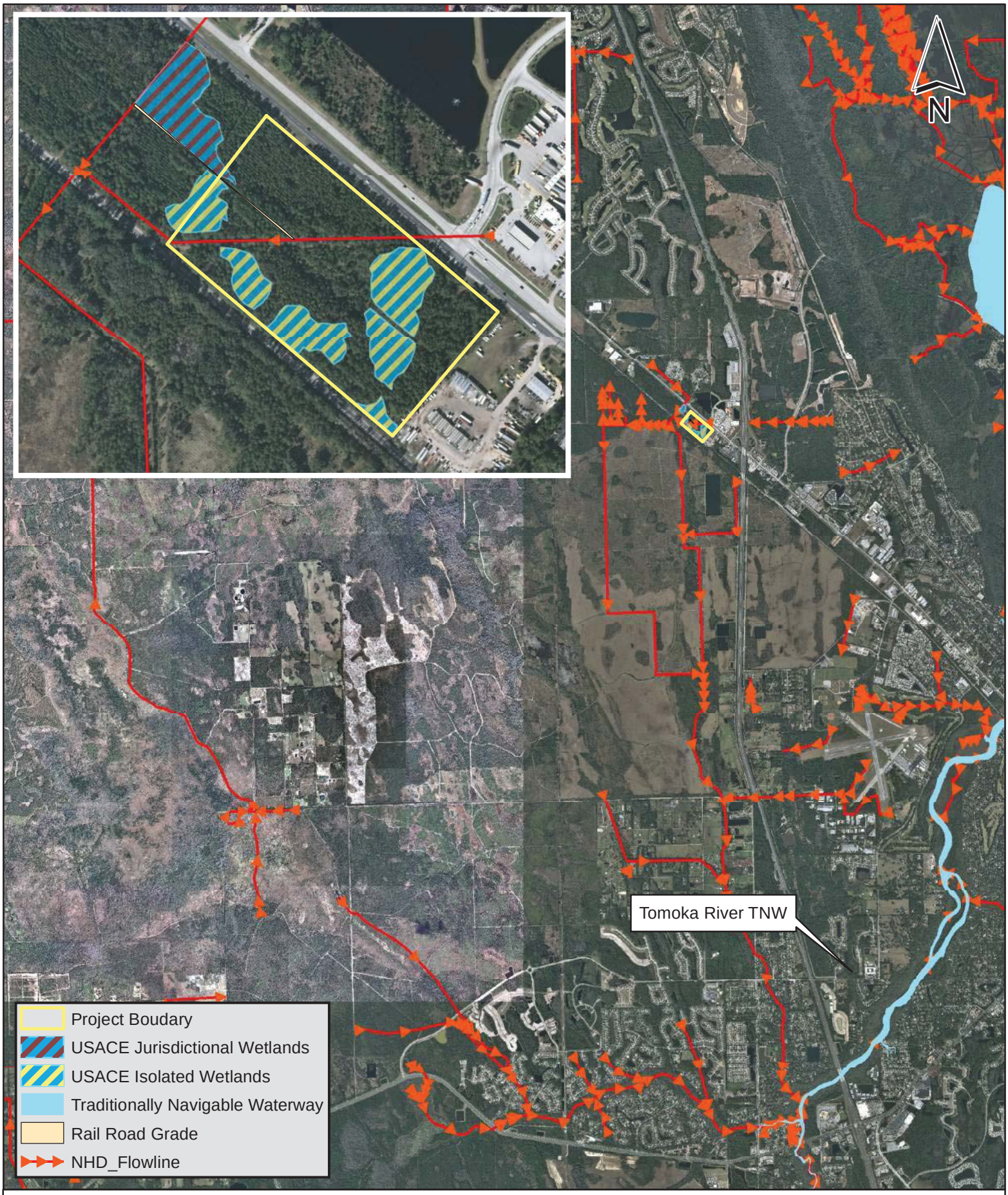

USACE Jurisdiction Map
Ormond Gateway Subdivision
Ormond Beach, Florida

Date Saved: 10/3/2019 Created by: mtatum
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5,700 2,850 0 5,700 Feet

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USACE Jurisdiction Map
Ormond Gateway Subdivision
Ormond Beach, Florida

Date Saved: 10/3/2019 Created by: mtatum
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140 70 0 140 Feet

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1.0 PROJECT INFORMATION

The Ormond Gateway Subdivision (project) is located in the City of Ormond Beach, Volusia County, Florida, in the Sections 26 & 35, Township 13, Range 31. The property is bound by a railroad track on the southwest, AA Accurate Truck service station on the southeast, Tomoka Holdings, LLC timberland on the northwest, and U.S. 1 on the northeast (**Aerial Map**). The latitude and longitude coordinates for the approximate center of the project are 29.3393°N, 81.1378°W (WGS84/NAD83) as determined on the USGS Favoretta Quad (**Quadrangle Map**).

The applicant for the project is:

Destination Interchange, LLC.
Scott Klioze
7 Cypress Hollow Lane
Ormond Beach, FL 32174
(386)212-8658

The environmental scientist for this project is:

Bill Lites and Mallory Tatum
Zev Cohen and Associates, Inc.
300 Interchange Boulevard
Ormond Beach, FL 32174
(386)677-2482

The proposed project is to be developed into a commercial subdivision development including a gas/ convenience store, retail, and restaurant uses. Construction of common infrastructure (roads, utilities, stormwater management, compensation storage pond, etc.) will also be included.

Zev Cohen & Associates, Inc. (ZCA) Environmental Department staff has conducted an Environmental Assessment (EA) of the subject property with associated site visits on August 14, 2019 and several site visits prior. ZCA reviewed previous environmental reports for the subject property, characterized habitat types, verified the presence and extent of wetlands, and documented the potential of occurrence of protected species. This EA report includes survey methodology, results, and supplementary materials.

2.0 SOILS

A review of the soil types present was conducted to characterize the existing conditions on the subject property. The soil review used soil surveys conducted by the United States Department of Agriculture (USDA) Natural Resources Conservation Services (NRCS). Data are presented in accordance to Official Soil Series Descriptions (**Soils Map**).

13 – Cassia Fine Sand: This is a somewhat poorly drained sandy soil in slightly elevated positions in the flatwoods or in the lower positions of sandhills.

32 – Myakka Fine Sand: This is a poorly drained soil in located in flatwoods.

56 – Samsula Muck: This is a very poorly drained, nearly level organic soil in located in broad, low flats, small depressions, freshwater marshes, and swamps.

3.0 LAND USE AND VEGETATIVE COMMUNITY

The property consists of open land and a temperate hardwood forest (**Habitat Map**). Land use of the subject property was classified according to the Florida Department of Transportation (FDOT) (1999) *Florida Land Use, Cover and Forms Classification System* (FLUCFCS). The land use and vegetative communities observed on the subject property are described in detail below.

624 – Cypress – Pine – Cabbage Palm – The project site is composed of planted slash pine (*Pinus elliottii*) with some furrowed areas. Cabbage palm (*Sabal palmetto*) and bald cypress (*Taxodium distichum*) are other dominant canopy species. Wax myrtle (*Morella cerifera*) and Chinese tallow (*Triadica sebifera*) compose the subcanopy. Virginia chain fern (*Woodwardia virginica*), wiregrass (*Aristida stricta*), maidencane (*Panicum hemitomon*), and muscadine grape (*Vitis rotundifolia*) compose the groundcover.

510 – Ditch – This is a linear ditch that runs east to west through the property. It is covered and shaded by the canopy of planted slash pine. There are no visible connections to the adjacent wetlands onsite.

621 - Cypress Wetland – Wetland No. 5 is composed of this community type with bald cypress the dominant canopy and bald cypress saplings composing the sub-canopy. This wetland is receiving the runoff from the nearby development and is heavily disturbed.

631 – Wetland Shrub – The southern portion of Wetland No. 3 and Wetland No. 4 are composed of this community type. Bald cypress samplings are present with various understory vegetation including cabbage palm, wax myrtle, Virginia chain fern, giant plume grass (*Saccharum giganteum*), and parrotfeather or mermaidweed (*Proserpinaca pectinate*).

814 – Field Road – There is a linear field road that runs adjacent to the ditch on site.

4.0 WETLANDS AND OTHER SURFACE WATERS

The wetlands and other surface water boundaries were delineated on site in accordance with Chapter 62-340 F.A.C. and the 1987 *Corps of Engineers Wetlands Delineation Manual*.

ZCA environmental staff delineated seven (7) wetlands totaling 4.21 acres and 0.58 acres of other surface waters (ditch) on site (**Wetlands Map**). Wetland lines, UMAM values, Seasonal High Water Levels, and other information were verified during an onsite

inspection with Nicole Martin (SJRWMD) and Corey Maier (USACE) on October 28, 2019.

4.1 SJRWMD Jurisdictional Wetlands

All of the wetlands on the subject property are jurisdictional to the St. Johns River Water Management District (SJRWMD). All of the wetlands and the ditch onsite are expected to be impacted due to the configuration of the site and reconfiguration of the drainage ditch. A total of 0.58 acres of surface water impacts are proposed to re-route the onsite ditch. Wetlands 1-4 and 6-7 totaling 4.08 acres are all jurisdictional to the SJRWMD and will require offsite mitigation bank credits to be purchased. Wetland 5 is isolated and less than half an acre in size (0.13 ac) and will not require purchase of mitigation bank credits. A total of 2.24 mitigation bank credits from a Regionally Significant Mitigation Bank will be purchased to offset the wetland impacts.

4.2 USACE Jurisdictional Wetlands

The USACE has jurisdiction over Wetland 7 (0.02 acres) which connects to an offsite ditch and later to the Tomoka River Traditionally Navigable Waterway **(USACE Jurisdiction Map)**. All other onsite wetlands are isolated from Waters of the United States and are not adjacent to conveyances thereof.

5.0 PROTECTED SPECIES

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* Series: Volumes 1-5, ZCA's *Protected Species Database,* including the *Florida Scrub-Jay Database* (a Zev Cohen proprietary database comprised of data acquired from several agencies, direct observations, and scientific journals), and the FWC's Eagle Nest Locator web site.

5.1 Protected Wildlife Species

The protected animal species with at least some likelihood of occurrence are listed in Table 5.1.1, below. The estimated likelihood of occurrence of each species is noted in the table and those species with at least a moderate likelihood of occurrence are discussed following the table.

Figure 5.1.1. Protected wildlife species with the potential to occur on the subject property, in Volusia County, Florida.

Species Name	Common Name	Agency Listing FWC/USFWS	Likelihood of Occurrence	Habitat
Amphelocoma coerulescens	Florida scrub-jay	FT	Low	Scrub, Xeric
Antigone canadensis pratensis	Florida sandhill crane	ST	Low	Open wetlands, prairies
Drymarchon corais couperi	Eastern indigo snake	FT	Low	Wide variety of habitats
Egretta caerulea	Little blue heron	ST	Low	Shallow water bodies in FL
Egretta tricolor	Tricolored heron	ST	Low	Coastal ponds, marshes, swamps
Falco sparverius paulus	Southeastern American kestrel	ST	Low	Open habitats with scattered trees
Gopherus polyphemus	Gopher tortoise	ST	Observed	Sandhills, scrub, flatwoods
Haliaeetus leucocephalus	Bald eagle	BE	Moderate	Common adjacent to water
Mycteria americana	Wood stork	FT	Low	Shallow open waters
Picoides borealis	Red-cockaded woodpecker	FE	Low	Mature pine forests with regular burn
Pituophis melanoleucus	Florida pine snake	ST	Low	Upland areas adjacent to wetlands
Platalea ajaja	Roseate spoonbill	ST	Low	Coastal ponds, marshes, swamps
Sciurus niger shermani	Sherman's fox squirrel	SSC	Low	Longleaf pine-turkey oak sandhills

FE= Federally Endangered; FT= Federally Threatened; ST= State Threatened SSC= Species of Special Concern BE= Bald and Golden Eagle Protection Act

Gopher tortoise *(Gopherus Polyphemus)* – The gopher tortoise is a state-designated Threatened Species due to habitat loss associated with development. Gopher tortoises require uplands that have a high enough elevation to allow for the construction of underground burrows that would not be below the groundwater table. These conditions are present on the subject property. Two gopher tortoise burrows were observed on the field road during site inspections. One gopher tortoise was observed foraging on the field road.

Bald Eagle *(Haliaeetus leucocephalus)* – According to the Florida Fish and Wildlife Conservation Commission, Eagle Nest Locator database, there are no active eagle nests within approximately 1.5 miles of the project area. Please note that the location provided by this website is provided only to allow the user to view the general location of a nest and to confirm that an appropriate area of interest was targeted by the user's search. Development adjacent to known bald eagle nests is restricted under the Bald and Golden Eagle Protection Act. Since no nests occur within 660' of the site, development of the site will not be constrained by nests.

Wood stork *(Mycteria americana)* – The wood stork is a Federally Threatened Species due to loss of habitat. According to the United States Army Corps of Engineers, Jacksonville District, the impact of a proposed project on wood stork population and foraging areas must be determined through the use of the State of Florida Effect Determination Key for the Wood Stork in Central and North Peninsular Florida. Following the dichotomous key rule, it was determined that the project site is more than 2,500 feet from a colony site and the project does not affect suitable foraging habitat

(SFH). The seven (7) wetlands onsite have been drained due to the drainage ditch and remained dry for the majority of the year. Therefore, they do not provide suitable foraging habitat for the wood stork. The onsite ditch is connected to other offsite ditches that could support small minnows and other potential forage fish for wood stork. However, the ditch on the project site is shaded by dense vegetation composed of slash pine and hardwoods making it inaccessible for wood storks. The ditch is shaded with slash pine canopy cover and during the site visit with the SJRWMD and USACE, was determined not to provide SFH. Thus, the project was deemed "Not Likely to Adversely Affect" (NLAA) wood stork nesting or foraging habitat

5.2 Wildlife Survey

A preliminary site review was conducted to assess the potential presence of protected wildlife species on the subject property. Two gopher tortoise burrows and a gopher tortoise were observed on the field road adjacent to the surface water. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an authorized gopher tortoise agent. If tortoises are present at that time of inspection, a gopher tortoise permit will be required. Any tortoise burrows identified during the survey will require excavation and relocation to an authorized gopher tortoise recipient site.

6.0 SUMMARY

Zev Cohen and Associates, Inc. has conducted a site review on the proposed project site for the purposes of determining the presence or potential presence of state and federally protected wildlife, as well as wetlands. Seven (7) wetlands and one ditch were delineated on site. However, Wetland 5 is isolated and less than half an acre in size (0.13 ac) and will not require mitigation. Impacts to the wetlands will be permitted by the SJRWMD for 4.08 acres of wetland impacts and 0.58 acres of surface water impact. SJRWMD requires mitigation bank credits to be purchased to offset these wetland impacts. USACE will require permitting for 0.02 acres of wetland impact for the USACE jurisdictional Wetland 7. The remaining wetlands on site are isolated and not USACE jurisdictional.

A wildlife survey was conducted to evaluate the potential presence of state and federally protected wildlife species. The gopher tortoise was the only listed species with potential presence on the subject property. A 100% gopher tortoise survey will be required for the property within 90 days prior to construction to be conducted by an authorized gopher tortoise agent.

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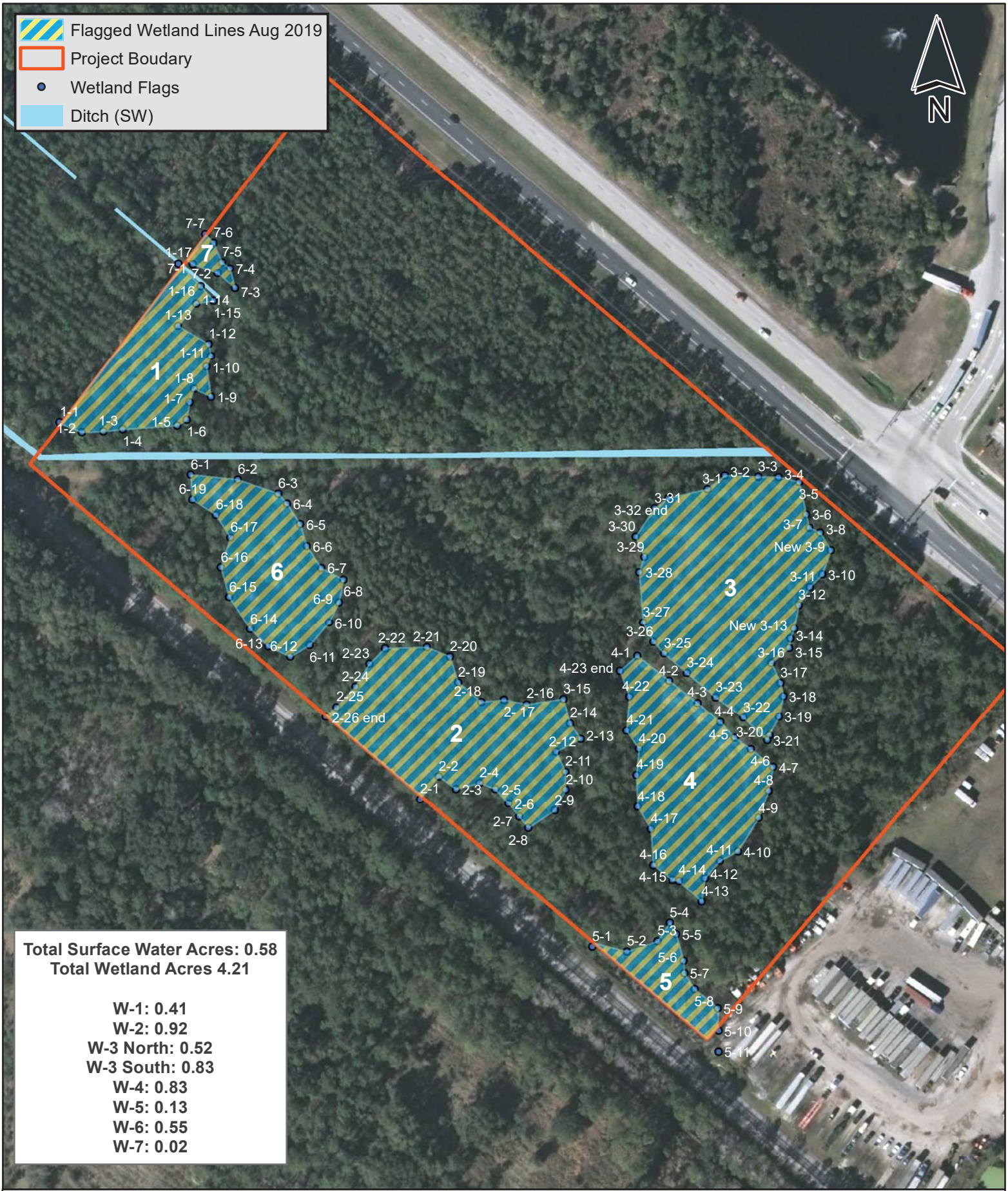

Wetland Map
Ormond Gateway Subdivision
Ormond Beach, Florida

Date Saved: 11/19/2019 Created by: mtatum
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Wetland Impact Map
Ormond Gateway Subdivision
Ormond Beach, Florida

Date Saved: 3/9/2020 Created by: mtatum

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230 115 0 230 Feet

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Project: *19006 Ormond Gateway Subdivision* **date onsite:** 10/1/2019

Impacts	Habitat type	Location and Landscape Support before	Location and Landscape Support after	Water Environment before	Water Environment after	Community Structure before	Community Structure after	Acres	Functional loss
W3 North	624	4	0	5	0	5	0	0.52	0.2427
V3 South & W4	631	6	0	6	0	7	0	1.66	1.0513
W6 & W2	624	6	0	4	0	5	0	1.47	0.7350
W5	621	4	0	3	0	5	0	0.13	0.0000
W1 & W7	624	6	0	4	0	5	0	0.43	0.2150
SI 1 (adj W1)	624	6	5	4	3	5	4	0.15	0.0150
SI 2 (adj W7)	624	6	5	4	3	5	4	0.02	0.0020
SW 1	510							0.58	0.0000
									0.0000
									0.0000
									0.0000
									0.0000
									0.0000

Total Impact Acres	Total Creation Acres	Total Enhancement Provided	Upland Acres Provided
4.96	0	0	0

Total Functional Loss: 2.261

Total Functional Gain Units: #DIV/0!

Mitigation wetland preservation	Habitat Type	Location and Landscape Support w/o CE	Location and Landscape Support w/ CE	Water Environment w/o CE	Water Environment w/ CE	Community Structure w/o CE	Community Structure w/ CE	time lag	risk factor	Preservation Adjustment Factor	Relative Functional Gain	Acres Provided	Functional Gain Units
											0.0000		0.0000
											#DIV/0!		#DIV/0!
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
											0.0000		0.0000
enhancement		before	after	before	after	before	after						
											#DIV/0!		#DIV/0!
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Comments

site: **19006 Ormond Gateway Subdivision**

Impacts

W3 North	Location and Landscape Support	before 4 / after 0	US HWY 1 bordering the wetland, heavy invasive species present, human foot traffic/ homeless camps present
acres 0.52	Water Environment	before 5 / after 0	Hydrologic impediments present, berm, US HWY 1, and old railroad grade isolating the wetland; heavy drained from adjacent ditch
F.L. 0.52	Community Structure	before 5 / after 0	recruitment of cypress and sweet gum present, chinese tallow and other invasives present

W3 South & W4	Location and Landscape Support	before 6 / after 0	US HWY 1 bordering the wetland, heavy invasive species present, human foot traffic/homeless camps present
acres 1.66	Water Environment	before 6 / after 0	Hydrologic impediments present, berm, US HWY 1, and old railroad grade isolating the wetland; heavy drained from adjacent ditch
F.L. 1.66	Community Structure	before 7 / after 0	Heavy invasives present, including chinese tallow and wedelia, little to no recruitment of cypress nor sweet gum

W6 & W2	Location and Landscape Support	before 6 / after 0	heavy invasive vegetation presence, including wedelia and tallow
acres 1.47	Water Environment	before 4 / after 0	GT burrow present IN wetland; severely drained and water levels much lower than expected
F.L. 1.47	Community Structure	before 5 / after 0	Revegetation of exotics, heavy fern growth

W5	Location and Landscape Suppor	before 4 / after 0	Corner of property near truck stop/storage, railroad barrier and berm.
acres 0.13	Water Environment	before 3 / after 0	Pooling effect from offiste runoff; water levels higher than expected
F.L. 0.13	Community Structure	before 5 / after 0	Vegetation present, but wouldn't be there if pooling of water were not occurring.

W1 & W7	Location and Landscape Suppor	before 6 / after 0	Site provides support for wildlife, though not optimal with FEC Railroad and US HWY 1 bordering, regeneration is moderate, though age and density of woody debris is greater than normal with many fallen trees, little land management
acres 0.43	Water Environment	before 0 / after 0	Water levels lower than expected, heavily furrowed areasdisplay extreme alteration in flow rates,
F.L. 0.43	Community Structure	before 5 / after 0	Heavy invasives present, including chinese tallow and wedelia, little to no recruitment of cypress nor sweet gum

Sl 1 (adj W1)	Location and Landscape Suppor	before 6 / after 5	A 25' buffer of secondary impacts was calculated as this area will maintain common ownership with maintainance activities completed by one entity, the use following construction will be wet/dry storage areas with little human activity on this part of the site, and the wetlands are heavily forested. There will also be a landscape buffer and Natural Area Signage added.
acres 0.15	Water Environment	before 4 / after 3	
F.L. 0.15	Community Structure	before 5 / after 4	

SI 2 (adj W7)	Location and Landscape Support	before: 6 / after: 5	A 50' buffer of secondary impacts was calculated as this area will be converted into a commercial lot. The wetland area is heavily forested, will have a landscape buffer, and Natural Area Signage will be added.
acres 0.02	Water Environment	before: 4 / after: 3	
F.L. 0.02	Community Structure	before: 5 / after: 4	

#REF!	Location and Landscape Support	before: #REF! / after: #REF!	
acres #REF!	Water Environment	before: #REF! / after: #REF!	
F.L. #REF!	Community Structure	before: #REF! / after: #REF!	

#REF!	Location and Landscape Support	before: #REF! / after: #REF!	
acres #REF!	Water Environment	before: #REF! / after: #REF!	
F.L. #REF!	Community Structure	before: #REF! / after: #REF!	

Attachment 4:

Preliminary Plat

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF VACATED FLAGLER ROAD AND 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS AND VACATED PENNSYLVANIA AVENUE, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

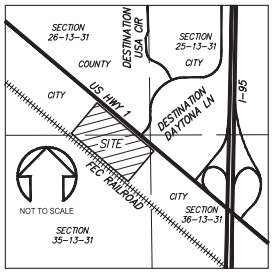
COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 51 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 248.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S49°52'16"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 402.27 FEET TO A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 65, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGES 250–252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S40°12'01"W, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF LOT 20, BLOCK 65 AND LOT 6, BLOCK 66, SAID REPLAT OF NATIONAL GARDENS AND THE NORTHERLY AND SOUTHERLY EXTENSIONS THEREOF, A DISTANCE OF 651.86 FEET TO A POINT ON THE NORTHERLY RIGHT–OF–WAY LINE OF FLORIDA EAST COAST RAILROAD, HAVING A 100.00 FOOT RIGHT–OF–WAY; THENCE N49°45'10"W, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 1214.58 FEET; THENCE DEPARTING SAID RIGHT–OF–WAY LINE, RUN N40°01'49"E, A DISTANCE OF 651.02 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE S49°45'11"E, ALONG SAID RIGHT–OF–WAY LINE, A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 18.17 ACRES, MORE OR LESS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, AS BEING S89°51'59"W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0184K, VOLUSIA COUNTY, FLORIDA, REVISED DATE OF SEPTEMBER 29, 2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOODING) AND "AE" (AREA DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 29.00 FEET, NAVD 88 (30.09 FEET, NGVD 29).
3. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO THE HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.27/12=3.28083333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS. DIMENSIONS SHOWN ON THIS PLAT ARE IN U.S. GROUND FEET AND DECIMALS THEREOF.
4. 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 OR 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 TELEVISION 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 ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
5. NOTICE: THIS PLAT, AS RECORDED IN IT'S 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. THE COVENANTS AND RESTRICTIONS FOR ORMOND GATEWAY PROPERTY OWNERS' ASSOCIATION, INC. ARE RECORDED IN O.R. BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
7. THE ARTICLES OF INCORPORATION OF THE ORMOND GATEWAY PROPERTY OWNERS' ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WERE FILED ON _____, 2020, AND ASSIGNED DOCUMENT NUMBER _____ WITH THE FLORIDA DEPARTMENT OF STATE.
8. ALL UTILITY EASEMENTS SHOWN HEREON ARE GRANTED AND CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND ARE SEVERABLE, NON–EXCLUSIVE EASEMENTS, GRANTING THE RIGHT TO CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
9. THE ACCESS AND UTILITY EASEMENT SHOWN HEREON IS GRANTED FOR CROSS ACCESS TO BENEFIT ALL LOTS AND TRACTS AND IS ALSO CONVEYED TO ANY PUBLIC OR PRIVATE UTILITY, AND IS A SEVERABLE, NON–EXCLUSIVE EASEMENT, GRANTING THE RIGHT TO ACCESS, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR UNDERGROUND PUBLIC UTILITY SYSTEMS (INCLUDING WIRES, CABLES, CONDUITS AND ABOVE GROUND APPURTENANT EQUIPMENT) UNLESS OTHERWISE INDICATED.
10. TRACT A IS HEREBY DESIGNATED FOR STORM WATER MANAGEMENT AREA.
11. TRACT B IS HEREBY DESIGNATED FOR THE INSTALLATION AND MAINTENANCE OF A LIFT STATION.
12. TRACT C IS HEREBY DEDICATED FOR LANDSCAPE BUFFER AND TREE PRESERVATION AND ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS.
13. LANDSCAPE BUFFERS AND TREE PRESERVATION EASEMENTS SHOWN HEREON ARE FOR THE ENHANCEMENT THEREOF TO MEET THE CITY OF ORMOND BEACH MINIMUM LANDSCAPE BUFFER REQUIREMENTS.

VICINITY MAP



SHEET INDEX:

SHEET 1	–	COVER PAGE
SHEET 2	–	DETAIL PAGE
SHEET 3	–	EASEMENT DETAIL PAGE

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
℄	CENTER LINE
CM	CONCRETE MONUMENT
D.B.	DEED BOOK
D.E.	DRAINAGE EASEMENT
ESMT	EASEMENT
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FD.	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IR	IRON ROD
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO.	NUMBER
(NR)	NON–RADIAL
ORB	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S)	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON–TANGENCY
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
SEC	SECTION–TOWNSHIP–RANGE
S.R.	STATE ROAD
U.E.	UTILITY EASEMENT
~/~	BREAK LINE
□	SET PRM (PRM LB 4335)
■	FOUND 4"x4" CM (AS NOTED)
⊗	SET N/D (LB 4335)
⊗	FOUND N/D (AS NOTED)
●	SET 5/8" IRC (LB 4335)
●	FOUND IRON ROD (LB 4335)
	UNLESS OTHERWISE NOTED
○	FOUND IRON PIPE (AS NOTED)

JOINDER AND CONSENT TO DEDICATION

CENTERSTATE BANK, N.A., UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED IN THE ATTACHED PLAT, ENTITLED ORMOND GATEWAY SUBDIVISION, LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION SHOWN ON THE PLAT OF THE LANDS THEREIN AND DESCRIBED BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SHALL BE SUBORDINATED TO SAID DEDICATION.

CENTERSTATE BANK, N.A.
A NATIONAL BANKING ASSOCIATION

BY: _____

PRINTED NAME, TITLE

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, A NOTARY PUBLIC OF THE STATE OF FLORIDA, _____, AS _____ OF CENTERSTATE BANK, N.A., KNOWN TO ALL MEN TO BE THE PERSON WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION AS LIEN HOLDER.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE NAMED ABOVE, THIS ____ DAY OF _____, 20___.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL BY CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA.

BY: _____
MAYOR BILL PARTINGTON, CITY OF ORMOND BEACH

ATTEST: _____
KATE SETTLE, CITY CLERK

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

_____
RANDALL HAYES, ATTORNEY FOR THE CITY OF ORMOND BEACH

CERTIFICATE OF APPROVAL BY REVIEWING PROFESSIONAL

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EITHER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF ORMOND BEACH, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177 OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

_____ DATE _____
PROFESSIONAL SURVEYOR AND MAPPER

MICHAEL E. AWAD
PRINTED NAME
PSM #5574
CERTIFICATE OF AUTHORIZATION NO.

BUSINESS ADDRESS:
UPHAM, INC., LB 3612
265 KENILWORTH AVE.
ORMOND BEACH, FLORIDA 32174

MAP BOOK: PAGE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT DESTINATION INTERCHANGE, LLC, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED ORMOND GATEWAY SUBDIVISION, LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED.

TRACT A IS HEREBY GRANTED AND CONVEYED TO THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE PURPOSE OF DRAINAGE DETENTION & RETENTION AND MAINTENANCE.

TRACT B IS HEREBY GRANTED AND CONVEYED THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE PURPOSE OF A LIFT STATION AND ASSOCIATED UTILITIES AND MAINTENANCE.

TRACT C IS HEREBY GRANTED AND CONVEYED TO THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE PURPOSE OF PRESERVING AND ENHANCING THE EXISTING TREES AND VEGETATION WITHIN THE LANDSCAPE BUFFER AREAS IN ORDER TO MEET THE CITY OF ORMOND BEACH MINIMUM PRESERVATION REQUIREMENTS.

ACCESS AND UTILITY EASEMENTS ARE HEREBY GRANTED TO THE CITY OF ORMOND BEACH FOR ACCESS AND PUBLIC UTILITIES.

DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE ORMOND GATEWAY PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

IN WITNESS WHEREOF, DESTINATION INTERCHANGE, LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED BY THE OFFICERS NAMED BELOW, AND IT'S SEAL TO BE AFFIXED HERETO THIS ____ DAY OF _____, 20____.

SIGNED AND SEALED IN THE PRESENCE OF:

_____
WITNESS

_____
PRINT NAME

_____
WITNESS

_____
PRINT NAME

DESTINATION INTERCHANGE, LLC

BY: _____
TITLE:

_____
PRINT NAME

ATTEST: _____

_____
PRINT NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY THAT ON THIS DAY BEFORE ME, A NOTARY PUBLIC OF THE STATE OF FLORIDA, STEPHEN SEVIGNY, AS MANAGER OF DESTINATION INTERCHANGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ALL MEN TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATION AND DEDICATION AS OWNER.

WITNESS MY HAND AND SEAL IN THE COUNTY AND STATE NAMED ABOVE THIS ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: _____

PROFESSIONAL SURVEYOR AND MAPPERS CERTIFICATE

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 CONTAINED 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 177.091 (7) 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 STATUES..

_____ DATE _____
LEE H. DOWST P.L.S. NO. 6860
MARK DOWST & ASSOCIATES, INC., LB NO. 3445
536 N. HALIFAX AVENUE, SUITE NO. 100
DAYTONA BEACH, FLORIDA 32118

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY THAT ON _____, THE FOREGOING PLAT WAS APPROVED.

_____
SHAWN FINLEY, ENGINEER FOR THE CITY OF ORMOND BEACH

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT COMPLIES IN FORM WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON _____, FILE NUMBER _____.

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

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386–258–7999 EMAIL: MDOWST@MDAENG.COM

SHEET 1 OF 3

NO.	DATE	APPR.	REVISION
8	12/23/22	LHD	ADDED ADDITIONAL ACCESS & UTILITY EASEMENTS.
7	11/29/22	LHD	REVISED PLAT PER SITE PLAN CHANGES.
6	06/20/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
5	05/28/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
4	11/19/20	LHD	REVISED SPELLING TYPOS IN TITLE AND NOTES.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258–7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
N/A	LAT	LAT	LHD	02/26/20

BY DATE

PRELIMINARY

RECORD PLAT

ORMOND GATEWAY SUBDIVISION

ORMOND BEACH, FLORIDA

PROJECT NO. 953B 1

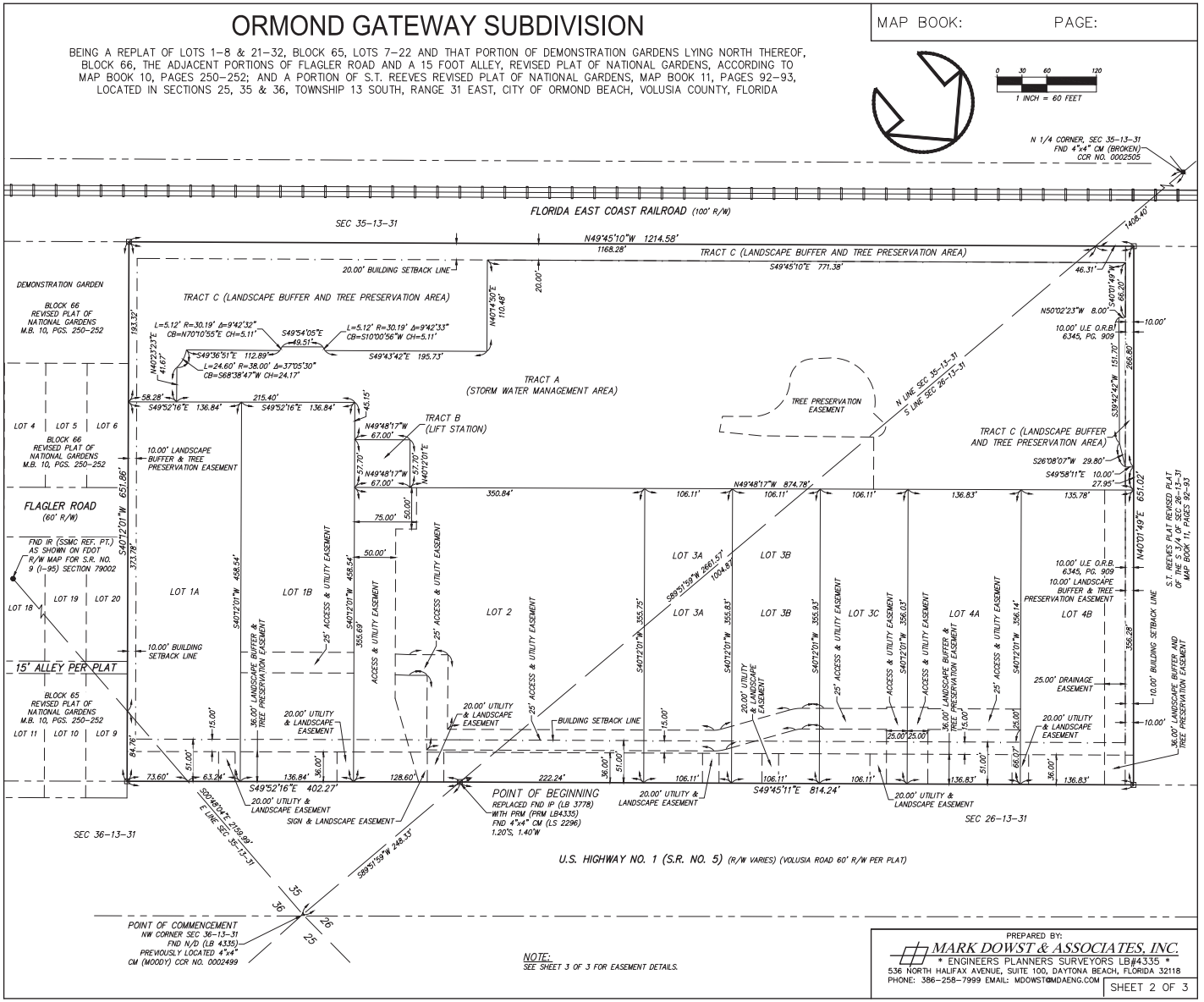
953B_surplat5

Drawing name: N:\JOBS\953B Ormond Gateway Sub\Survey\Civil 3d Files\953B_surplat5.dwg Plot: 21 Dec 23, 2022 - 8:42am by: Mark E.M. Dowst

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



NOTE:
SEE SHEET 3 OF 3 FOR EASEMENT DETAILS.

PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 2 OF 3

NO.	DATE	APPR.	REVISION
8	12/23/22	LHD	ADDED ADDITIONAL ACCESS & UTILITY EASEMENTS.
7	11/29/22	LHD	REVISED PLAT PER SITE PLAN CHANGES.
6	06/25/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
5	05/28/21	LHD	REVISED PLAT PER CITY REVIEW COMMENTS.
4	11/19/20	LHD	REVISED SPELLING TYPOS IN TITLE AND NOTES.

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
N/A	LAT	LAT	LHD	02/26/20

BY DATE

PRELIMINARY

RECORD PLAT

ORMOND GATEWAY SUBDIVISION

ORMOND BEACH, FLORIDA

PROJECT NO. 953B

2

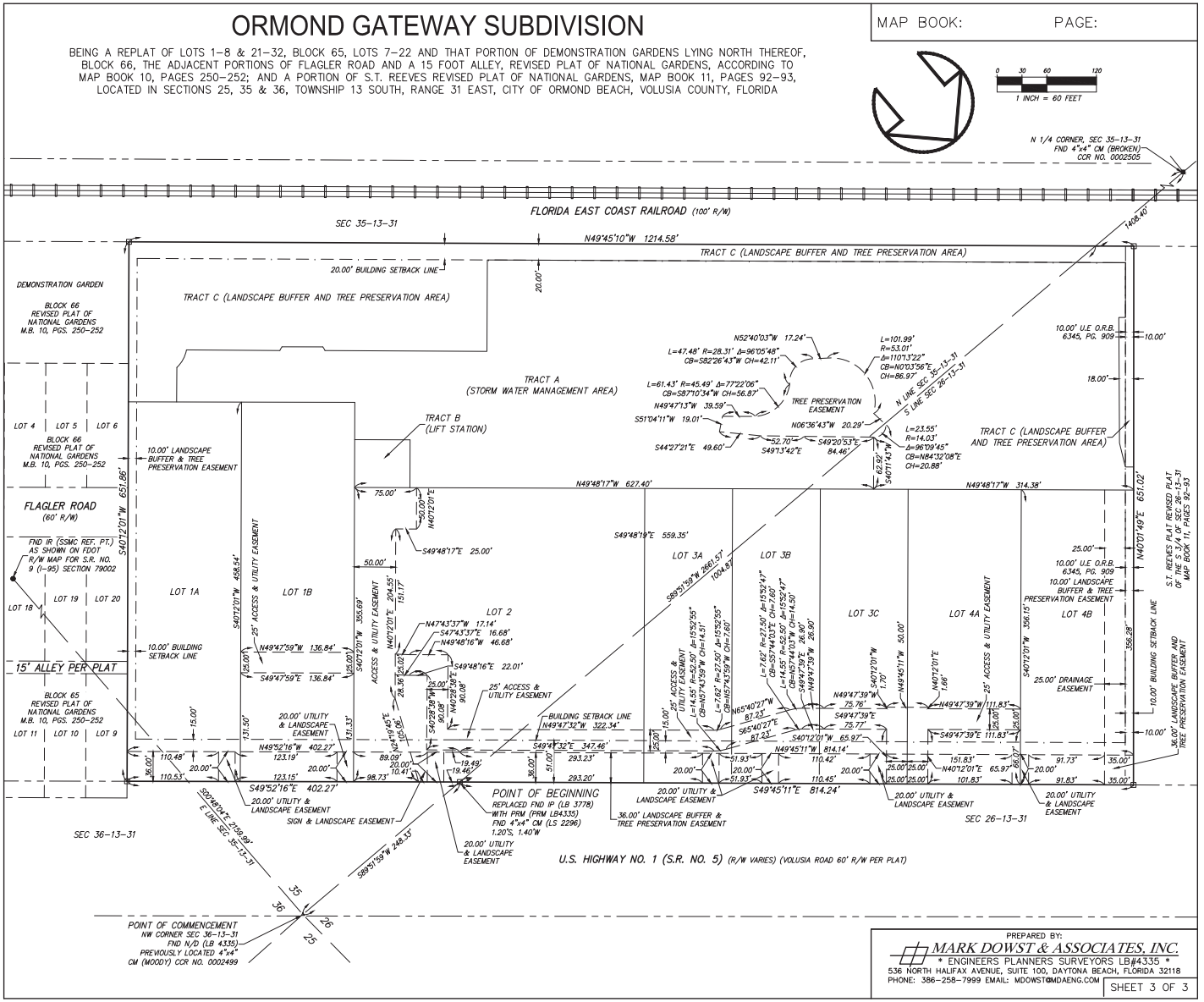
9538_surplat5

Drawing name: N:\JOBS\953B Ormond Gateway Sub\Survey\Civil 3d Files\953B_surplat5.dwg Plot: 23 Dec 23, 2022 - 8:47am by: Mark S.M. Dowst

ORMOND GATEWAY SUBDIVISION

BEING A REPLAT OF LOTS 1–8 & 21–32, BLOCK 65, LOTS 7–22 AND THAT PORTION OF DEMONSTRATION GARDENS LYING NORTH THEREOF, BLOCK 66, THE ADJACENT PORTIONS OF FLAGLER ROAD AND A 15 FOOT ALLEY, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO MAP BOOK 10, PAGES 250–252; AND A PORTION OF S.T. REEVES REVISED PLAT OF NATIONAL GARDENS, MAP BOOK 11, PAGES 92–93, LOCATED IN SECTIONS 25, 35 & 36, TOWNSHIP 13 SOUTH, RANGE 31 EAST, CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA

MAP BOOK: PAGE:



PREPARED BY:
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118
PHONE: 386-258-7999 EMAIL: MDOWST@MDAENG.COM

SHEET 3 OF 3

NO.	DATE	APPR.	REVISION
8	12/23/22	LHD	ADDED ADDITIONAL ACCESS & UTILITY EASEMENTS.
7	11/29/22	LHD	REVISED PLAT PER SITE PLAN CHANGES.
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MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 * DAYTONA BEACH, FLORIDA 32118 * (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
N/A	LAT	LAT	LHD	02/26/20

BY DATE

PRELIMINARY

RECORD PLAT

ORMOND GATEWAY SUBDIVISION

ORMOND BEACH, FLORIDA

PROJECT NO. 953B

3

9538_surplat5

Drawing name: N:\JOBS\9538 Ormond Gateway Sub\Survey\Civil 3d Files\9538_surplat5.dwg Plot: 23 Dec 23, 2022 8:47am by: Mark S.M. Stewart

Attachment 5:

Construction plans

ORMOND GATEWAY SUBDIVISION

CITY OF ORMOND BEACH - VOLUSIA COUNTY, FL

FINAL ENGINEERING PLANS

OWNER:
DESTINATION INTERCHANGE, LLC.
1325 OAK FOREST DR.
ORMOND BEACH, FL 32174
(386) 795-2008

CONTACT PERSON: STEPHEN SEVIGNY
e-mail: sasevigny@hotmail.com

CIVIL ENGINEER:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)

CONTACT: HALUK (LUKE) KILIC, P.E.
e-mail: hkilic@zevcohen.com

SURVEYOR:
MARK DOWST & ASSOCIATES, INC.
536 NORTH HALIFAX AVE., SUITE 100
DAYTONA BEACH, FL 32118
(386) 258-7999
(386) 257-4310 (FAX)

CONTACT PERSON: LEE H. DOWST, PLS
e-mail: ldowsts@mdaeng.com

LANDSCAPE ARCHITECT:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)

CONTACT PERSON: JAKE STEHR, LA
e-mail: jstehr@zevcohen.com

PROJECT DESCRIPTION:

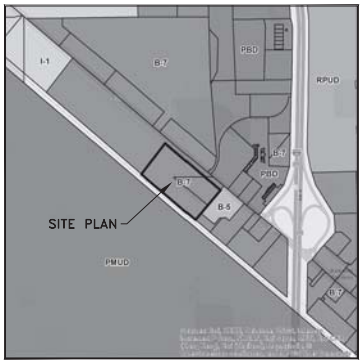
THIS PROJECT INCLUDES THE CONSTRUCTION OF MULTI-USE COMMERCIAL PROPERTY DIVIDED INTO 8 PARCELS, LOT #1A & 1B, LOT #2, LOT #3A, 3B & 3C, LOT #4 WITH A DRY & WET COMBINATION MASTER STORM WATER SYSTEM.

SITE INFORMATION:

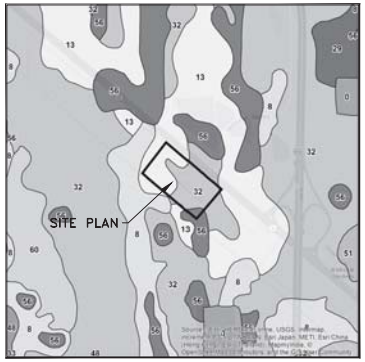
SITE ADDRESS:	1660-1662-1670 N. US HWY 1.	
PROJECT AREA:	18.17 AC	
TAX PARCEL I.D. #:	31-26-00-00-0170; 31-36-01-65-0010; 31-36-01-66-0070	
EXISTING ZONING:	B-7 (HIGH TOURIST COMMERCIAL)	
PROPOSED ZONING:	B-7 (HIGH TOURIST COMMERCIAL)	
EXISTING LAND USE:	UNDEVELOPED HEAVILY WOODED	
PROPOSED LAND USE:	COMMERCIAL	
UNIT/LOT COUNT:	8	
SETBACKS:		
FRONT:	51'	
SIDE:	10'	
REAR:	20'	
REQUIRED LANDSCAPE BUFFER(S):		
GREENBELT BUFFER	FRONT 36'	
LANDSCAPE BUFFER	REAR 20', SIDES 10'	
LAND USE TABLE:		
	ACREAGE	PERCENTAGE
EXISTING CONDITIONS:		
WETLAND AREA	4.210 AC	23.16%
UPLAND AREA	13.965 AC	76.84%
PROPOSED CONDITIONS		
POND AREA(S)	1.306 AC	7.2%
LANDSCAPE/OPEN SPACE	8.603 AC	47.3%
TOTAL PERVIOUS	9.909 AC	54.5%
70% OF IMPERVIOUS OVER LOT #1 AREA	2.008 AC	11.1%
85% OF IMPERVIOUS OVER LOT #2 AREA	4.651 AC	25.6%
70% OF IMPERVIOUS OVER LOT #3 AREA	1.568 AC	8.6%
LIFT STATION/OTHERS	0.039 AC	0.2%
TOTAL IMPERVIOUS	8.266 AC	45.5%



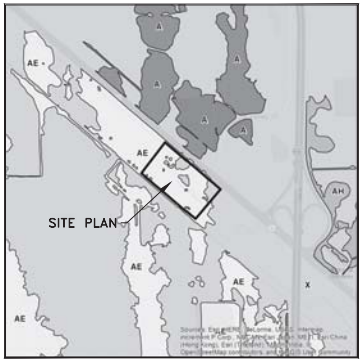
VICINITY MAP
SCALE: 1" = 2000'



ZONING MAP
SCALE: 1" = 1000'
CURRENT ZONING FOR THIS SITE IS: B-7



SOILS MAP
SCALE: 1" = 1000'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
13-CASSIA FINE SAND; 32-MYAKKA FINE SAND; 56-SAMSULA MUCK



FLOOD ZONE MAP
SCALE: 1" = 1000'
THE PROPERTY LIES IN:
FLOOD ZONE AE PER FEMA MAPS PANEL 12035C0335E DATED 6/6/19

SHEET INDEX:

C1	COVER SHEET
C2-C4	CONSTRUCTION NOTES
C5	DEMOLITION & EROSION CONTROL PLAN
C6	OVERALL DEVELOPMENT PLAN
C7	GEOMETRY, SIGNAGE & STRIPING PLAN
C8	PAVING, GRADING & DRAINAGE PLAN
C9	UTILITY PLAN
C10-C11	OFF-SITE IMPROVEMENTS
C12-C21	CONSTRUCTION DETAILS
C22-C23	MOT CONSTRUCTION DETAILS
TP1-TP2	TREE PROTECTION PLAN AND DETAILS
LA1-LA3	LANDSCAPE PLANS AND DETAILS
IR1-IR4	IRRIGATION PLANS AND DETAILS

LEGAL DESCRIPTION:

PARCEL 1 (PER O.R.B. 6906, PG. 670)

LOTS 1 THROUGH 8, INCLUSIVE, LOTS 21 THROUGH 32, INCLUSIVE, BLOCK 65, EXCEPT THAT PORTION IN STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), TOGETHER WITH A PORTION OF THE 15 FOOT ALLEY LYING WITHIN BLOCK 65, AND A PORTION OF FLAGLER ROAD, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHERLY MOST CORNER OF SAID LOT 21 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 21, A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 47 MINUTES 59 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 737.81 FEET TO THE SOUTH LINE OF PENNSYLVANIA AVENUE; THENCE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 46.36 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID PENNSYLVANIA AVENUE, A DISTANCE OF 454.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1); THENCE SOUTH 49 DEGREES 52 MINUTES 16 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 355.86 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 8 AND LOT 21, A DISTANCE OF 294.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.074 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2 (PER O.R.B. 6790, PG. 3829)

LOTS 7 THROUGH 20, INCLUSIVE, AND A PORTION OF THE DEMONSTRATION GARDEN LYING WITHIN BLOCK 66, AND A PORTION OF FLAGLER ROAD, REVISED PLAT OF NATIONAL GARDENS AS RECORDED IN MAP BOOK 10, PAGES 250-253 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE EASTERLY MOST CORNER OF SAID LOT 7 AS THE POINT OF BEGINNING, RUN SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE CONTINUE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG THE SOUTHEASTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 47 MINUTES 59 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1,106.31 FEET TO THE NORTHEAST CORNER OF SAID LOT 20; THENCE CONTINUE NORTH 89 DEGREES 51 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE OF PENNSYLVANIA AVENUE, A DISTANCE OF 46.36 FEET TO THE CENTERLINE OF SAID FLAGLER ROAD, A 60 FOOT RIGHT OF WAY; THENCE SOUTH 49 DEGREES 47 MINUTES 59 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 737.81 FEET TO THE NORTHEASTERLY PROJECTION OF THE SOUTHEASTERLY LINE OF SAID LOT 7; THENCE SOUTH 40 DEGREES 12 MINUTES 01 SECONDS WEST ALONG SAID NORTHEASTERLY PROJECTION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.974 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 3 (PER O.R.B. 6528, PG. 3531)

A PORTION OF THE LANDS DESCRIBED ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4989, PAGES 2211 THROUGH 2250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PART OF PARCEL "X" EAST OF RAILROAD

A PORTION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS;

AS A POINT OF REFERENCE COMMENCE AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 246.53 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 (A 160 FOOT RIGHT OF WAY) AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 89 DEGREES 51 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26, 1006.31 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY, A 100 FOOT RIGHT OF WAY; THENCE NORTH 49 DEGREES 44 MINUTES 55 SECONDS WEST ALONG SAID RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY A DISTANCE OF 46.29 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 40 DEGREES 04 MINUTES 50 SECONDS EAST, A DISTANCE OF 650.21 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 49 DEGREES 53 MINUTES 10 SECONDS EAST ALONG SAID SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 A DISTANCE OF 814.24 FEET TO THE POINT OF BEGINNING, SAID DESCRIPTION INCLUDES A 30 FOOT RIGHT OF WAY ALONG THE SOUTH LINE.

PARCEL CONTAINING 6.4 ACRES OF LAND MORE OR LESS. (WITHOUT R/W, PARCEL CONTAINS 5.726 ACRES, MORE OR LESS)

NOTE:

ACCORDING TO FEDERAL EMERGENCY MANAGEMENTS AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NO. 12127C0164K, VOLUSIA COUNTY, FLORIDA REVISED DATE OF SEPTEMBER 29, 2017, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" (AREAS OF MINIMAL FLOODING) AND "AE" (AREA DETERMINED TO HAVE A BASE FLOOD ELEVATION OF 29.00, FEET, NAVD 88 (SOLID FEET, NGVD 29).

****NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.****

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TRANSPORTATION

NO.	DATE	BY	SUBMITTALS/REVISIONS
1	02-08-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
COVER SHEET

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 01_19008 WA _COV
XREFS:
XREFS:

HALUK KILIC, P.E., NO.84044
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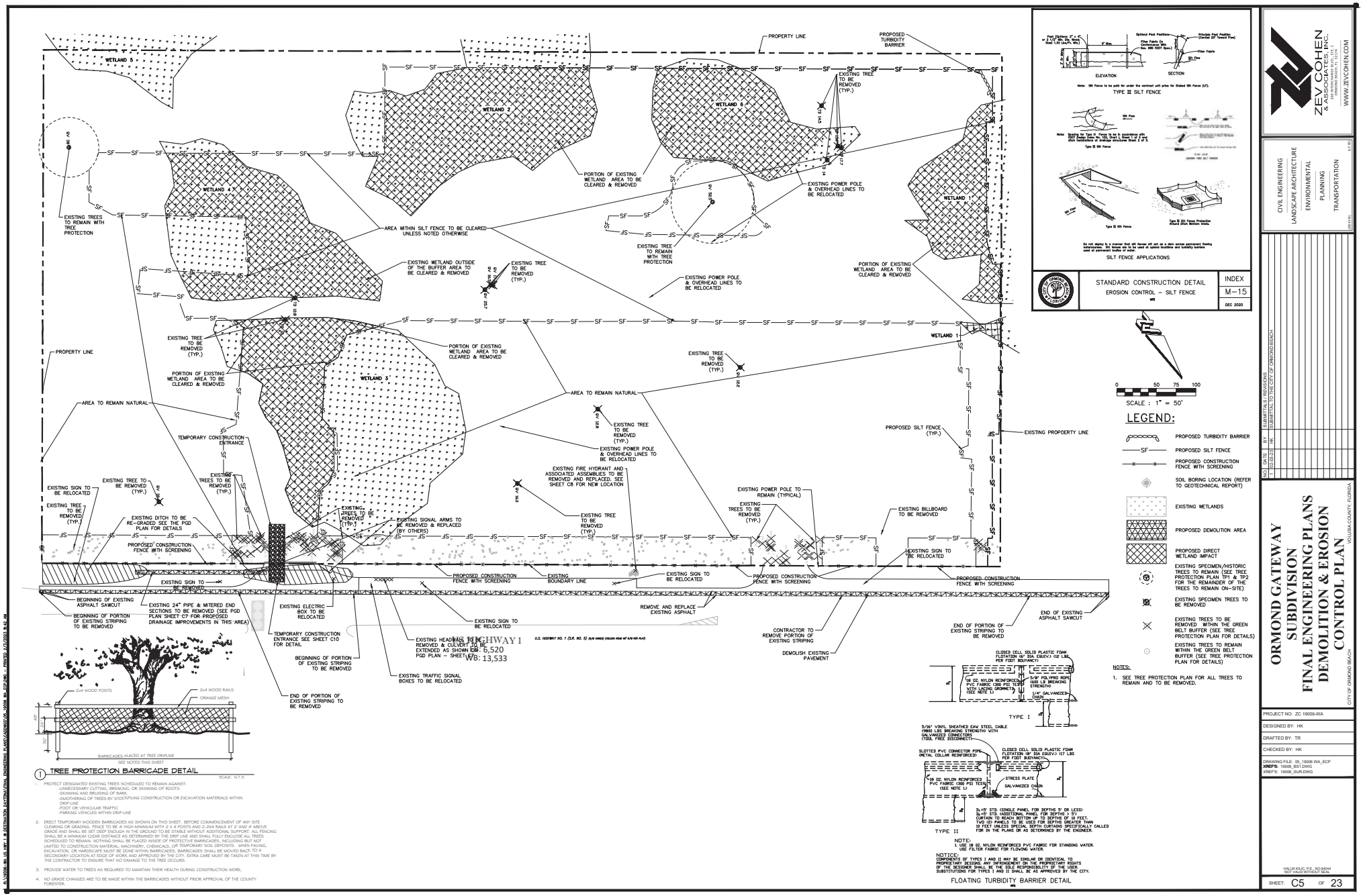
SHEET: C1 OF 23


PROPERTY LINE
PROPOSED TURBIDITY BARRIER
WETLAND 5
WETLAND 2
WETLAND 6
WETLAND 4
WETLAND 1
WETLAND 3
EXISTING TREES TO REMAIN WITH TREE PROTECTION
AREA WITHIN SILT FENCE TO BE CLEARED UNLESS NOTED OTHERWISE
PORTION OF EXISTING WETLAND AREA TO BE CLEARED & REMOVED
EXISTING POWER POLE & OVERHEAD LINES TO BE RELOCATED
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING WETLAND OUTSIDE OF THE BUFFER AREA TO BE CLEARED & REMOVED
EXISTING TREE TO REMAIN WITH TREE PROTECTION
AREA TO REMAIN NATURAL
TEMPORARY CONSTRUCTION ENTRANCE
EXISTING TREES TO BE REMOVED (TYP.)
EXISTING SIGN TO BE RELOCATED
EXISTING DITCH TO BE RE-GRADED SEE THE PGD PLAN FOR DETAILS
PROPOSED CONSTRUCTION FENCE WITH SCREENING
EXISTING SIGN TO BE REMOVED
BEGINNING OF EXISTING ASPHALT SAWCUT
BEGINNING OF PORTION OF EXISTING STRIPING TO BE REMOVED
EXISTING 24" PIPE & MITERED END SECTIONS TO BE REMOVED (SEE PGD PLAN SHEET C7 FOR PROPOSED DRAINAGE IMPROVEMENTS IN THIS AREA)
EXISTING ELECTRIC BOX TO BE RELOCATED
TEMPORARY CONSTRUCTION ENTRANCE SEE SHEET C10 FOR DETAIL
BEGINNING OF PORTION OF EXISTING STRIPING TO BE REMOVED
END OF PORTION OF EXISTING STRIPING TO BE REMOVED
EXISTING HEADWALL TO BE REMOVED & CULVERT TO BE EXTENDED AS SHOWN ON PGD PLAN – SHEET C6
EXISTING TRAFFIC SIGNAL BOXES TO BE RELOCATED
EXISTING SIGNAL ARMS TO BE REMOVED & REPLACED (BY OTHERS)
EXISTING FIRE HYDRANT AND ASSOCIATED ASSEMBLIES TO BE REMOVED AND REPLACED. SEE SHEET C8 FOR NEW LOCATION
EXISTING BOUNDARY LINE
EXISTING SIGN TO BE RELOCATED
PROPOSED CONSTRUCTION FENCE WITH SCREENING
REMOVE AND REPLACE EXISTING ASPHALT
CONTRACTOR TO REMOVE PORTION OF EXISTING STRIPING
DEMOLISH EXISTING PAVEMENT
EXISTING POWER POLE TO REMAIN (TYPICAL)
EXISTING BILLBOARD TO BE REMOVED
EXISTING SIGN TO BE RELOCATED
END OF PORTION OF EXISTING STRIPING TO BE REMOVED
END OF EXISTING ASPHALT SAWCUT
PROPOSED SILT FENCE (TYP.)
EXISTING PROPOERTY LINE
AREA TO REMAIN NATURAL
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING POWER POLE & OVERHEAD LINES TO BE RELOCATED
PORTION OF EXISTING WETLAND AREA TO BE CLEARED & REMOVED
PROPERTY LINE
PORTION OF EXISTING WETLAND AREA TO BE CLEARED & REMOVED
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING TREES TO BE REMOVED (TYP.)
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING TREE TO BE REMOVED (TYP.)
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EXISTING TREES TO BE REMOVED (TYP.)
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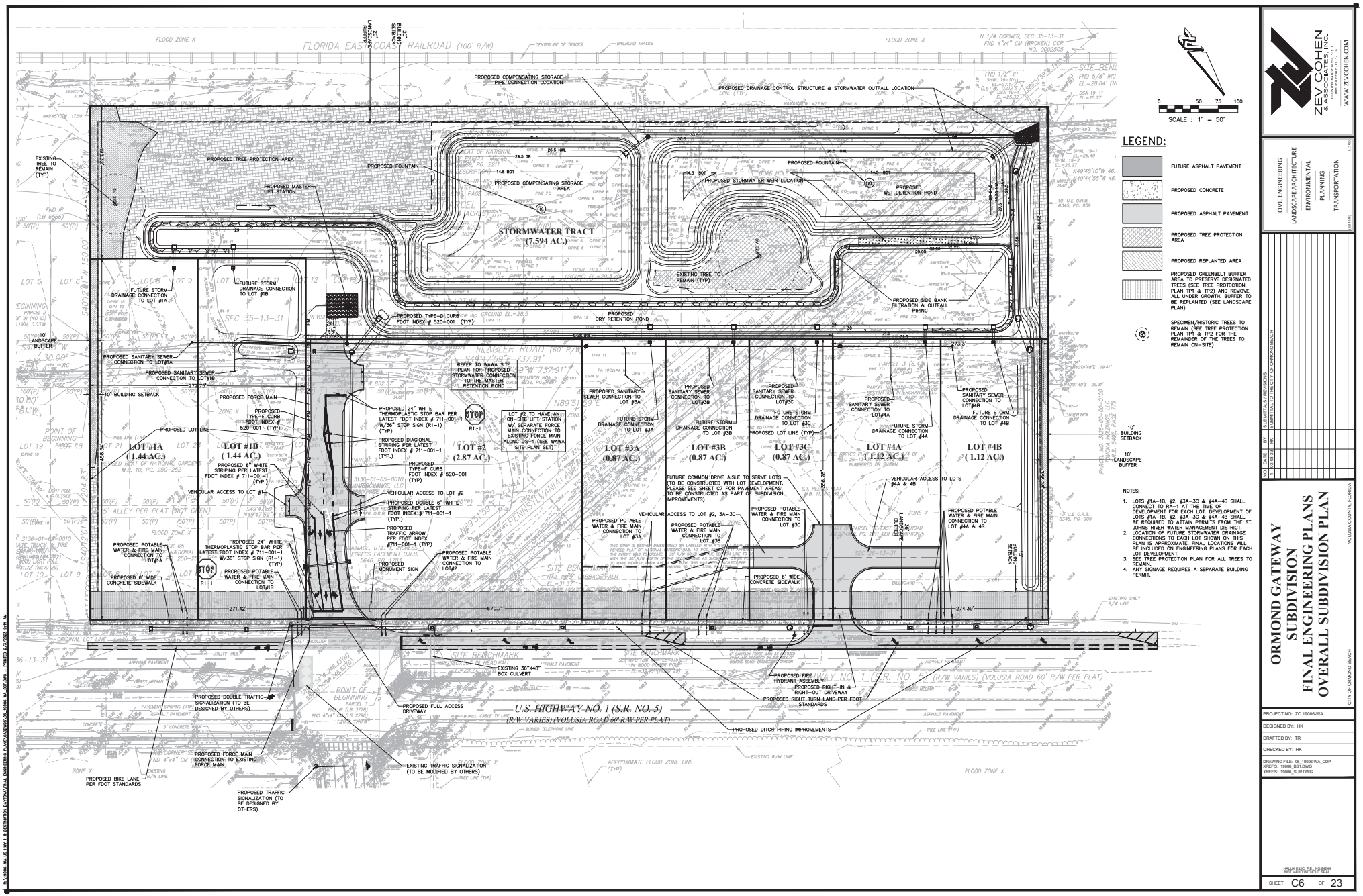
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING TREE TO BE REMOVED (TYP.)
EXISTING TREE



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NO.	DATE	BY	SUBMITTALS/REVISIONS
1	02-08-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
OVERALL SUBDIVISION PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 08_19008 WA_ODP
XREFS: 19008_BST.DWG
XREFS: 19008_SURV.DWG

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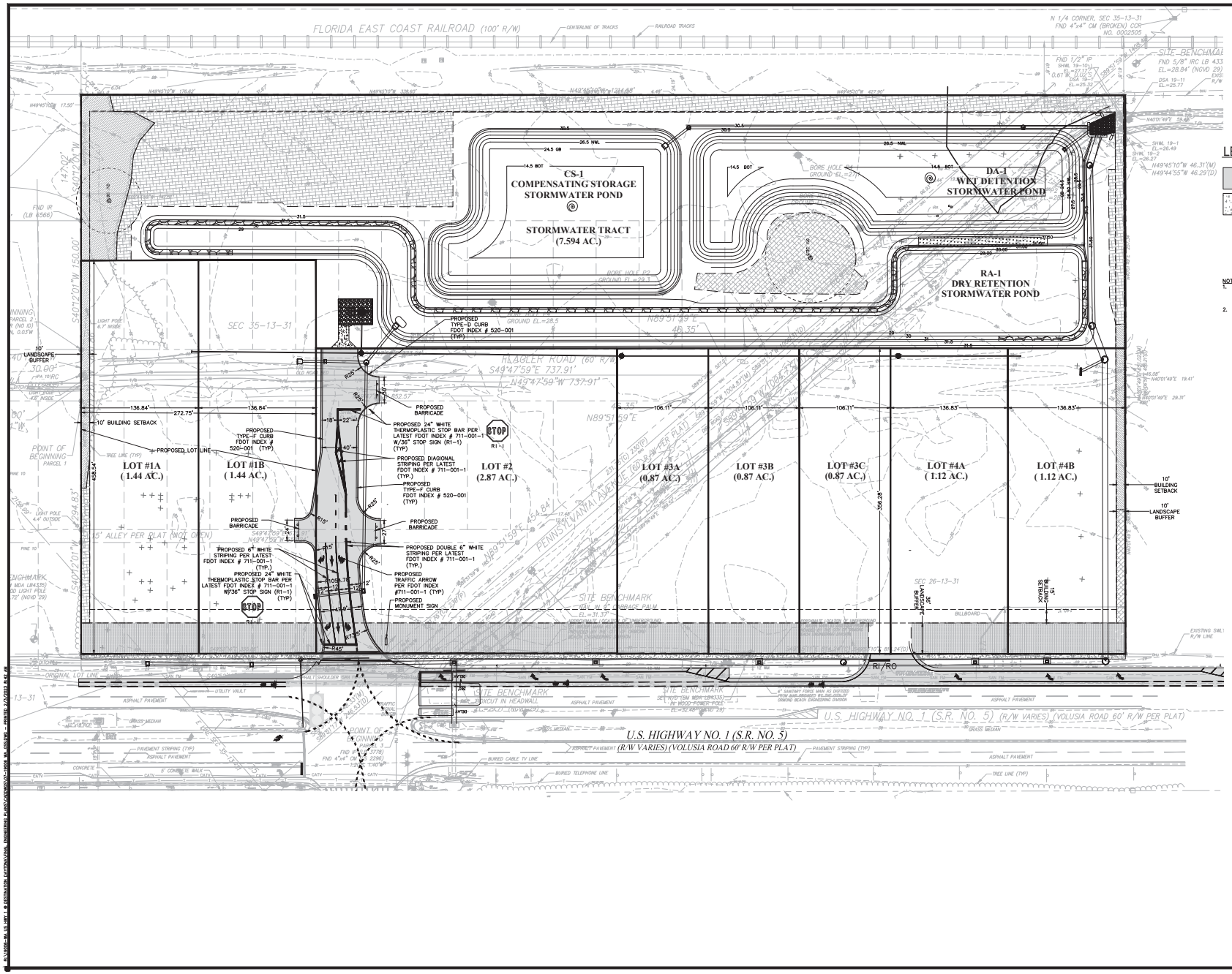
SHEET: C6 OF 23



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1	02-28-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
GEOMETRY, SIGNAGE & STRIPING PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 07-19008 WA_GSS
XREFS: 19008_BS1.DWG
XREFS: 19008_SUR.DWG

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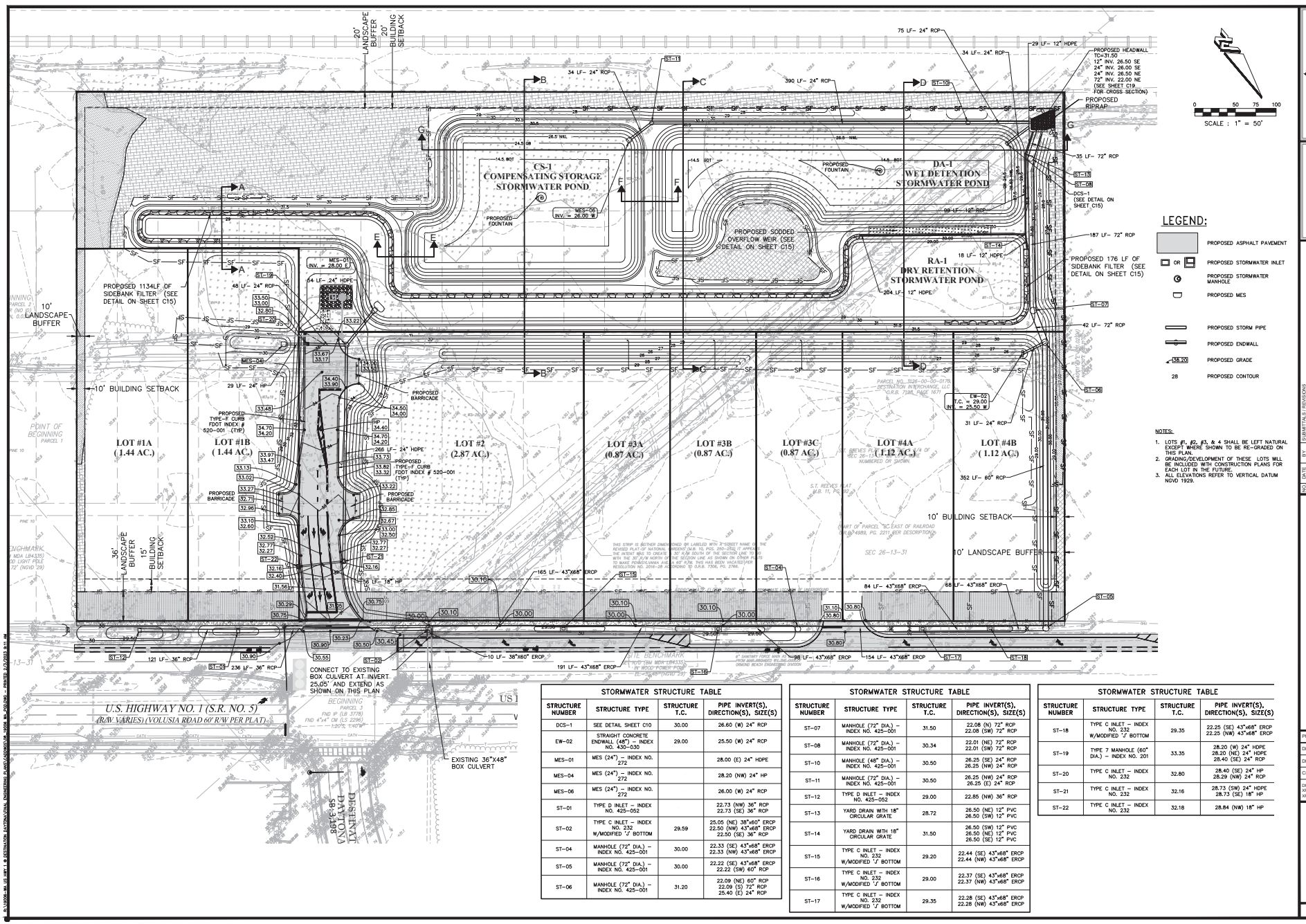

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED STORMWATER INLET (OR)
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED STORM PIPE
- PROPOSED ENDWALL
- PROPOSED GRADE (38.20)
- PROPOSED CONTOUR (28)

NOTES:

1. LOTS #1, #2, #3, & 4 SHALL BE LEFT NATURAL EXCEPT WHERE SHOWN TO BE RE-GRADED ON THIS PLAN.
2. GRADING/DEVELOPMENT OF THESE LOTS WILL BE INCLUDED WITH CONSTRUCTION PLANS FOR EACH LOT IN THE FUTURE.
3. ALL ELEVATIONS REFER TO VERTICAL DATUM NGVD 1929.

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
DCS-1	SEE DETAIL SHEET C10	30.00	26.60 (W) 24" RCP
EW-02	STRAIGHT CONCRETE ENDWALL (48") – INDEX NO. 430-030	29.00	25.50 (W) 24" RCP
MES-01	MES (24") – INDEX NO. 272		28.00 (E) 24" HDPE
MES-04	MES (24") – INDEX NO. 272		28.20 (NW) 24" HP
MES-06	MES (24") – INDEX NO. 272		26.00 (W) 24" RCP
ST-01	TYPE D INLET – INDEX NO. 425-052		22.73 (NW) 36" RCP 22.73 (SE) 36" RCP
ST-02	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.59	25.05 (NE) 38"x60" ERCP 22.50 (NW) 43"x68" ERCP 22.50 (SE) 36" RCP
ST-04	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.00	22.33 (SE) 43"x68" ERCP 22.33 (NW) 43"x68" ERCP
ST-05	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.00	22.22 (SE) 43"x68" ERCP 22.22 (SW) 60" RCP
ST-06	MANHOLE (72" DIA.) – INDEX NO. 425-001	31.20	22.09 (NE) 60" RCP 22.09 (S) 72" RCP 25.40 (E) 24" RCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-07	MANHOLE (72" DIA.) – INDEX NO. 425-001	31.50	22.08 (N) 72" RCP 22.08 (SW) 72" RCP
ST-08	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.34	22.01 (NE) 72" RCP 22.01 (SW) 72" RCP
ST-10	MANHOLE (48" DIA.) – INDEX NO. 425-001	30.50	26.25 (SE) 24" RCP 26.25 (NW) 24" RCP
ST-11	MANHOLE (72" DIA.) – INDEX NO. 425-001	30.50	26.25 (NW) 24" RCP 26.25 (E) 24" RCP
ST-12	TYPE D INLET – INDEX NO. 425-052	29.00	22.85 (NW) 36" RCP
ST-13	YARD DRAIN WITH 18" CIRCULAR GRATE	28.72	26.50 (NE) 12" PVC 26.50 (SW) 12" PVC
ST-14	YARD DRAIN WITH 18" CIRCULAR GRATE	31.50	26.50 (SW) 12" PVC 26.50 (NE) 12" PVC 26.50 (SE) 12" PVC
ST-15	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.20	22.44 (SE) 43"x68" ERCP 22.44 (NW) 43"x68" ERCP
ST-16	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.00	22.37 (SE) 43"x68" ERCP 22.37 (NW) 43"x68" ERCP
ST-17	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.35	22.28 (SE) 43"x68" ERCP 22.28 (NW) 43"x68" ERCP

STORMWATER STRUCTURE TABLE

STRUCTURE NUMBER	STRUCTURE TYPE	STRUCTURE T.C.	PIPE INVERT(S), DIRECTION(S), SIZE(S)
ST-18	TYPE C INLET – INDEX NO. 232 W/MODIFIED 'J' BOTTOM	29.35	22.25 (SE) 43"x68" ERCP 22.25 (NW) 43"x68" ERCP
ST-19	TYPE 7 MANHOLE (60" DIA.) – INDEX NO. 201	33.35	28.20 (W) 24" HDPE 28.20 (NE) 24" HDPE 28.40 (SE) 24" RCP
ST-20	TYPE C INLET – INDEX NO. 232	32.80	28.40 (SE) 24" HP 28.29 (NW) 24" RCP
ST-21	TYPE C INLET – INDEX NO. 232	32.16	28.73 (SW) 24" HDPE 28.73 (SE) 18" HP
ST-22	TYPE C INLET – INDEX NO. 232	32.18	28.84 (NW) 18" HP

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ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS PAVING, GRADING & DRAINAGE PLAN

CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: HK
DRAFTED BY: TR
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DRAWING FILE: 08_19008 WA_PGD
XREFS: XXXXX.DWG
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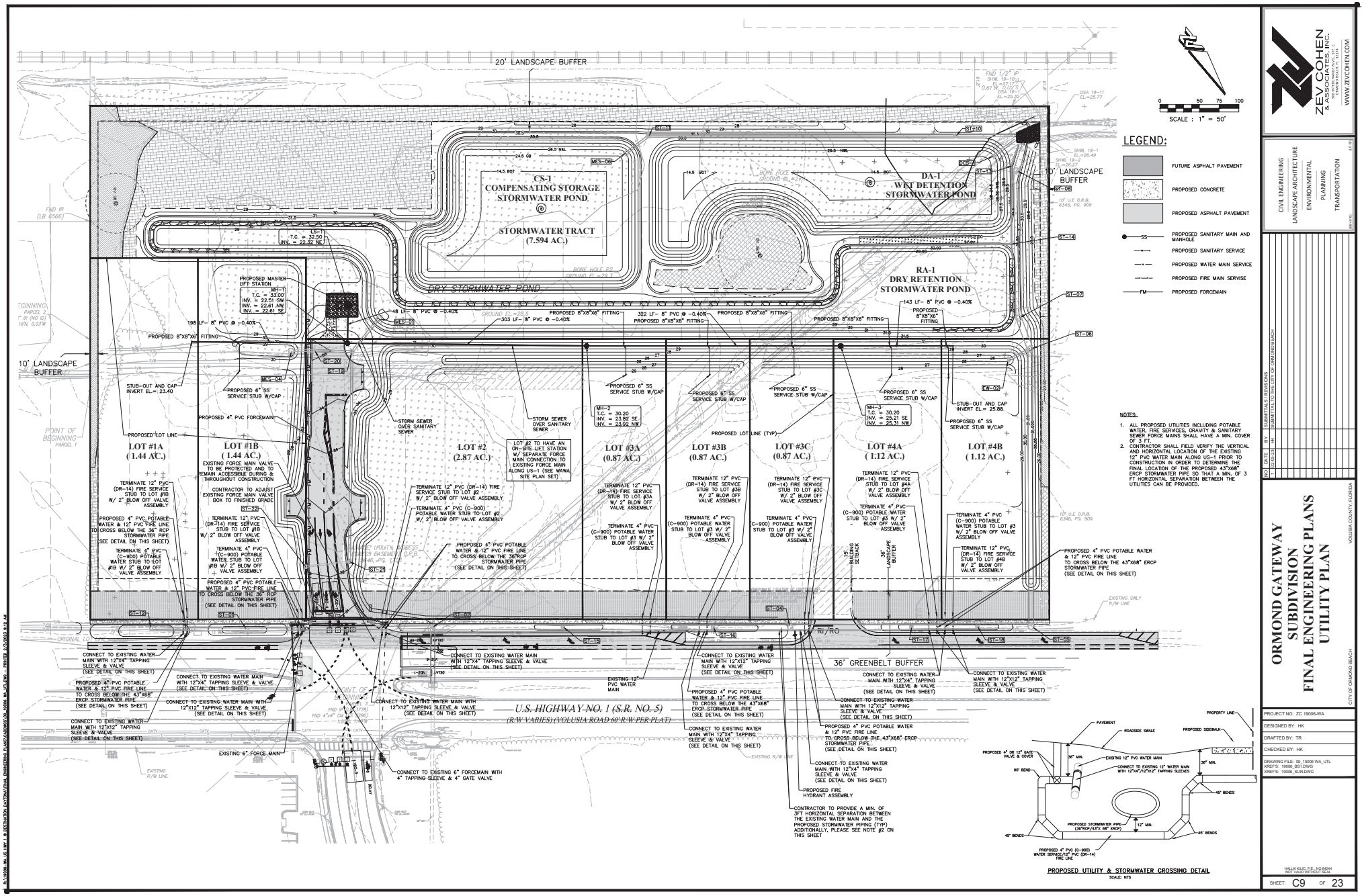
SHEET: C8 OF 23


20' LANDSCAPE BUFFER
CS-1
COMPENSATING STORAGE
STORMWATER POND
STORMWATER TRACT
(7.594 AC.)
DA-1
WET DETENTION
STORMWATER POND
RA-1
DRY RETENTION
STORMWATER POND
DRY STORMWATER POND
10' LANDSCAPE BUFFER
PROPOSED MASTER LIFT STATION
MS-01
MH-1
T.C. = 33.00
INV. = 22.51 SW
INV. = 22.61 NW
INV. = 22.61 SE
198 LF- 8" PVC @ -0.40%
48 LF- 8" PVC @ -0.40%
303 LF- 8" PVC @ -0.40%
322 LF- 8" PVC @ -0.40%
143 LF- 8" PVC @ -0.40%
PROPOSED 8"X8"X6" FITTING
PROPOSED 6" SS SERVICE STUB W/CAP
STUB-OUT AND CAP
INVERT EL.= 23.40
PROPOSED 4" PVC FORCEMAIN
PROPOSED LOT LINE
LOT #1A
(1.44 AC.)
LOT #1B
(1.44 AC.)
LOT #2
(2.87 AC.)
LOT #3A
(0.87 AC.)
LOT #3B
(0.87 AC.)
LOT #3C
(0.87 AC.)
LOT #4A
(1.12 AC.)
LOT #4B
(1.12 AC.)
EXISTING FORCE MAIN VALVE TO BE PROTECTED AND TO REMAIN ACCESSIBLE DURING & THROUGHOUT CONSTRUCTION
CONTRACTOR TO ADJUST EXISTING FORCE MAIN VALVE BOX TO FINISHED GRADE
STORM SEWER OVER SANITARY SEWER
LOT #2 TO HAVE AN ON-SITE LIFT STATION W/ SEPARATE FORCE MAIN CONNECTION TO EXISTING FORCE MAIN ALONG US-1 (SEE WAWA SITE PLAN SET)
MH-2
T.C. = 30.20
INV. = 23.82 SE
INV. = 23.92 NW
MH-3
T.C. = 30.20
INV. = 25.21 SE
INV. = 25.31 NW
STUB-OUT AND CAP
INVERT EL.= 25.88
PROPOSED LOT LINE (TYP)
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #1B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #1B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #1B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #2 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #2 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #3A W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3A W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #3B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #3C W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #4A W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #3 W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 4" PVC (C-900) POTABLE WATER STUB TO LOT #4B W/ 2" BLOW OFF VALVE ASSEMBLY
TERMINATE 12" PVC (DR-14) FIRE SERVICE STUB TO LOT #4B W/ 2" BLOW OFF VALVE ASSEMBLY
PROPOSED 4" PVC POTABLE WATER & 12" PVC FIRE LINE TO CROSS BELOW THE 36" RCP STORMWATER PIPE (SEE DETAIL ON THIS SHEET)
PROPOSED 4" PVC POTABLE WATER & 12" PVC FIRE LINE TO CROSS BELOW THE 43"X68" ERCP STORMWATER PIPE (SEE DETAIL ON THIS SHEET)
15' BUILDING SETBACK
36' LANDSCAPE BUFFER
36' GREENBELT BUFFER
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X4" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING WATER MAIN WITH 12"X12" TAPPING SLEEVE & VALVE (SEE DETAIL ON THIS SHEET)
CONNECT TO EXISTING 6" FORCEMAIN WITH 4" TAPPING SLEEVE & 4" GATE VALVE
EXISTING 6" FORCE MAIN
EXISTING 12" PVC WATER MAIN
PROPOSED FIRE HYDRANT ASSEMBLY
CONTRACTOR TO PROVIDE A MIN. OF 3FT HORIZONTAL SEPARATION BETWEEN THE EXISTING WATER MAIN AND THE PROPOSED STORMWATER PIPING (TYP) ADDITIONALLY, PLEASE SEE NOTE #2 ON THIS SHEET
U.S. HIGHWAY NO. 1 (S.R. NO. 5)
(R/W VARIES) (VOLUSIA ROAD 60' R/W PER PLAT)
EXISTING R/W LINE
EXISTING SWLY R/W LINE
RI/RO
SCALE : 1" = 50'
0 50 75 100
LEGEND:
FUTURE ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED ASPHALT PAVEMENT
PROPOSED SANITARY MAIN AND MANHOLE
PROPOSED SANITARY SERVICE
PROPOSED WATER MAIN SERVICE
PROPOSED FIRE MAIN SERVISE
PROPOSED FORCEMAIN
NOTES:
1. ALL PROPOSED UTILITIES INCLUDING POTABLE WATER, FIRE SERVICES, GRAVITY & SANITARY SEWER FORCE MAINS SHALL HAVE A MIN. COVER OF 3 FT.
2. CONTRACTOR SHALL FIELD VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF THE EXISTING 12" PVC WATER MAIN ALONG US-1 PRIOR TO CONSTRUCTION IN ORDER TO DETERMINE THE FINAL LOCATION OF THE PROPOSED 43"X68" ERCP STORMWATER PIPE SO THAT A MIN. OF 3 FT HORIZONTAL SEPARATION BETWEEN THE UTILITIES CAN BE PROVIDED.
PROPOSED UTILITY & STORMWATER CROSSING DETAIL
SCALE: NTS
PAVEMENT
ROADSIDE SWALE
PROPERTY LINE
PROPOSED SIDEWALK
PROPOSED 4" OR 12" GATE VALVE & COVER
EXISTING 12" PVC WATER MAIN
CONNECT TO EXISTING 12" WATER MAIN WITH 12"X4"/12"X12" TAPPING SLEEVES
90° BEND
45° BENDS
PROPOSED STORMWATER PIPE (36"RCP/43"X 68" ERCP)
12" MIN.
PROPOSED 4" PVC (C-900) WATER SERVICE/12" PVC (DR-14) FIRE LINE
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SUBDIVISION
FINAL ENGINEERING PLANS
UTILITY PLAN
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA
PROJECT NO: ZC 19008-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 09_19008 WA_UTL
XREFS: 19008_BST.DWG
XREFS: 19008_SUR.DWG
HALUK KILIC, P.E., NO.84044
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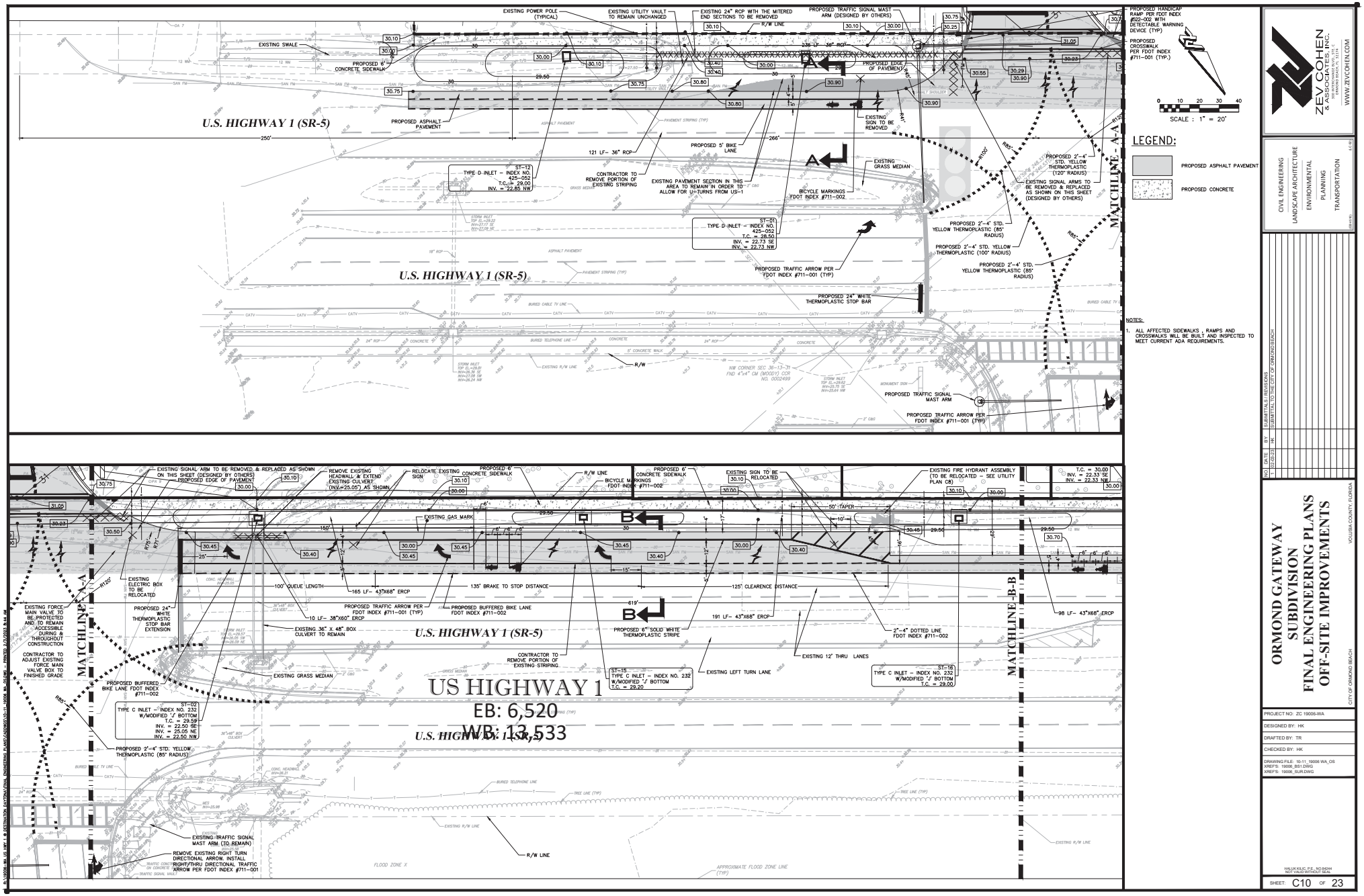
SHEET: C9 OF 23



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ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
OFF-SITE IMPROVEMENTS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: HK
DRAFTED BY: TR
CHECKED BY: HK
DRAWING FILE: 10-11_19008 WA_OS
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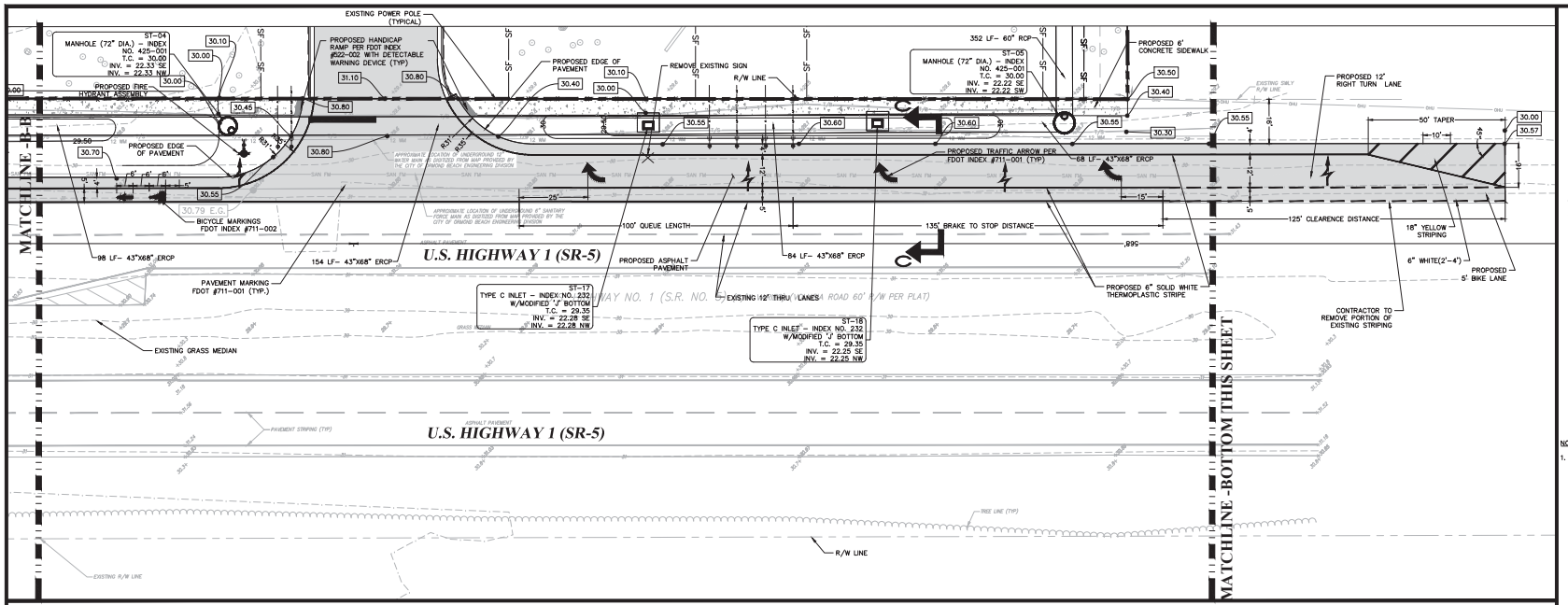

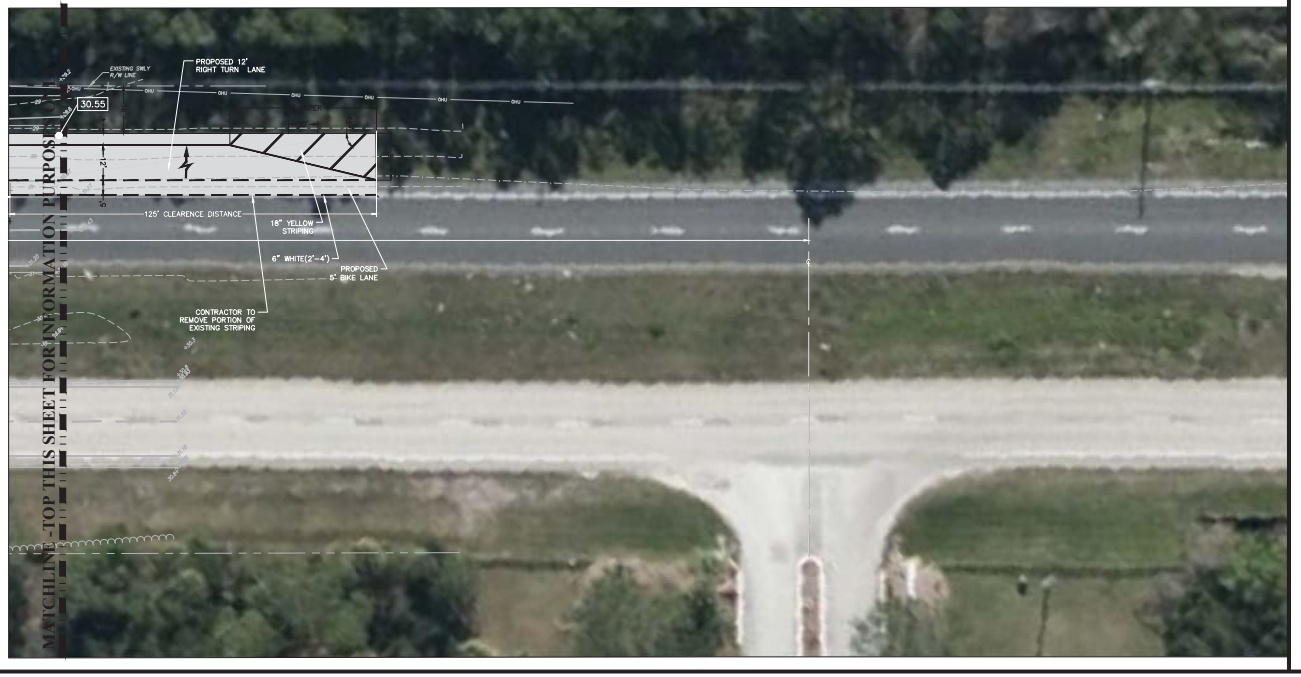

0 10 20 30 40
SCALE : 1" = 20'

LEGEND:

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE

NOTES:

1. ALL AFFECTED SIDEWALKS , RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.

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CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

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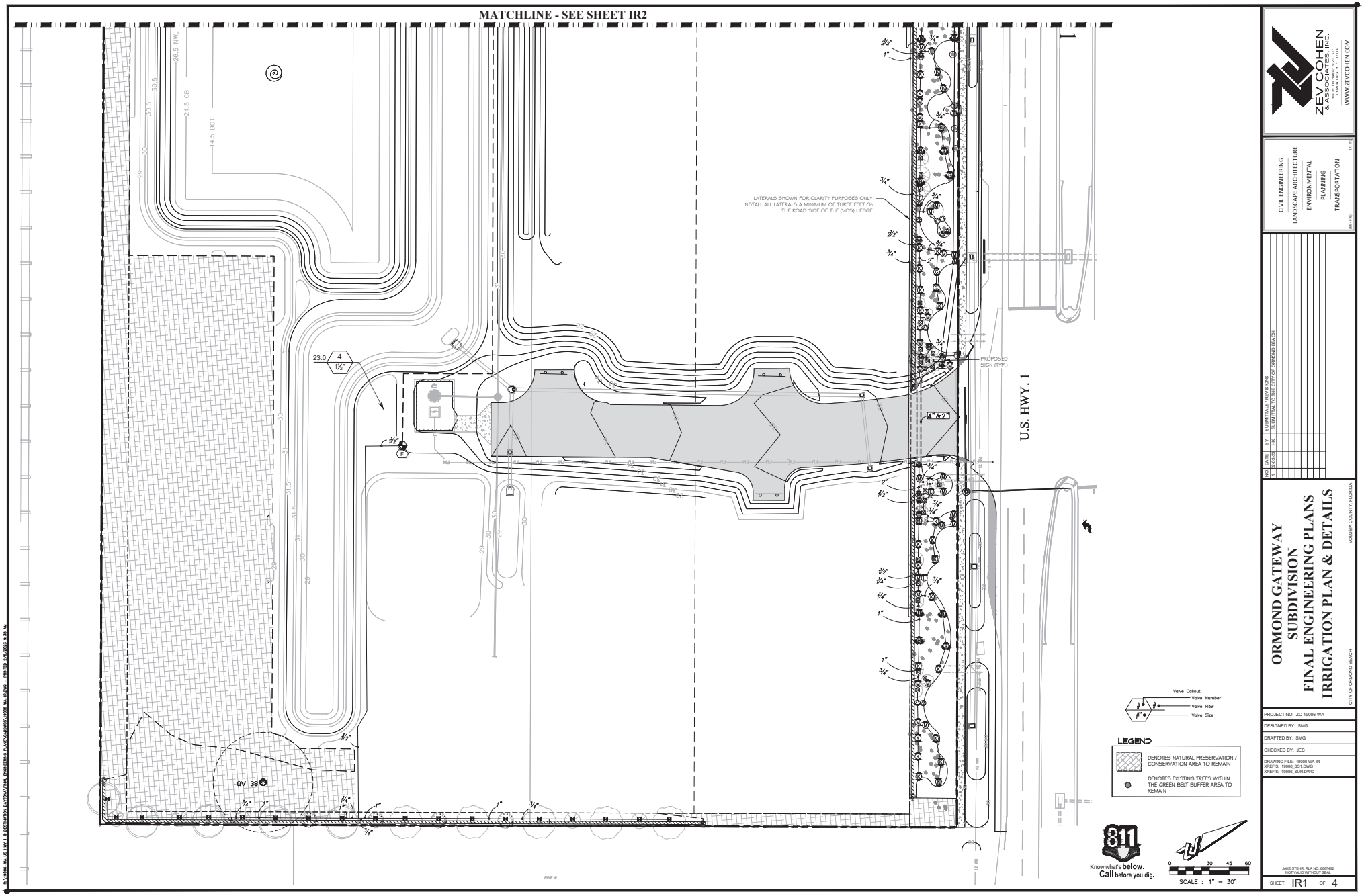

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1	8-23-23	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
IRRIGATION PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19008 WA-IR
XREF'S: 19008_BS1.DWG
XREF'S: 19008_SUR.DWG

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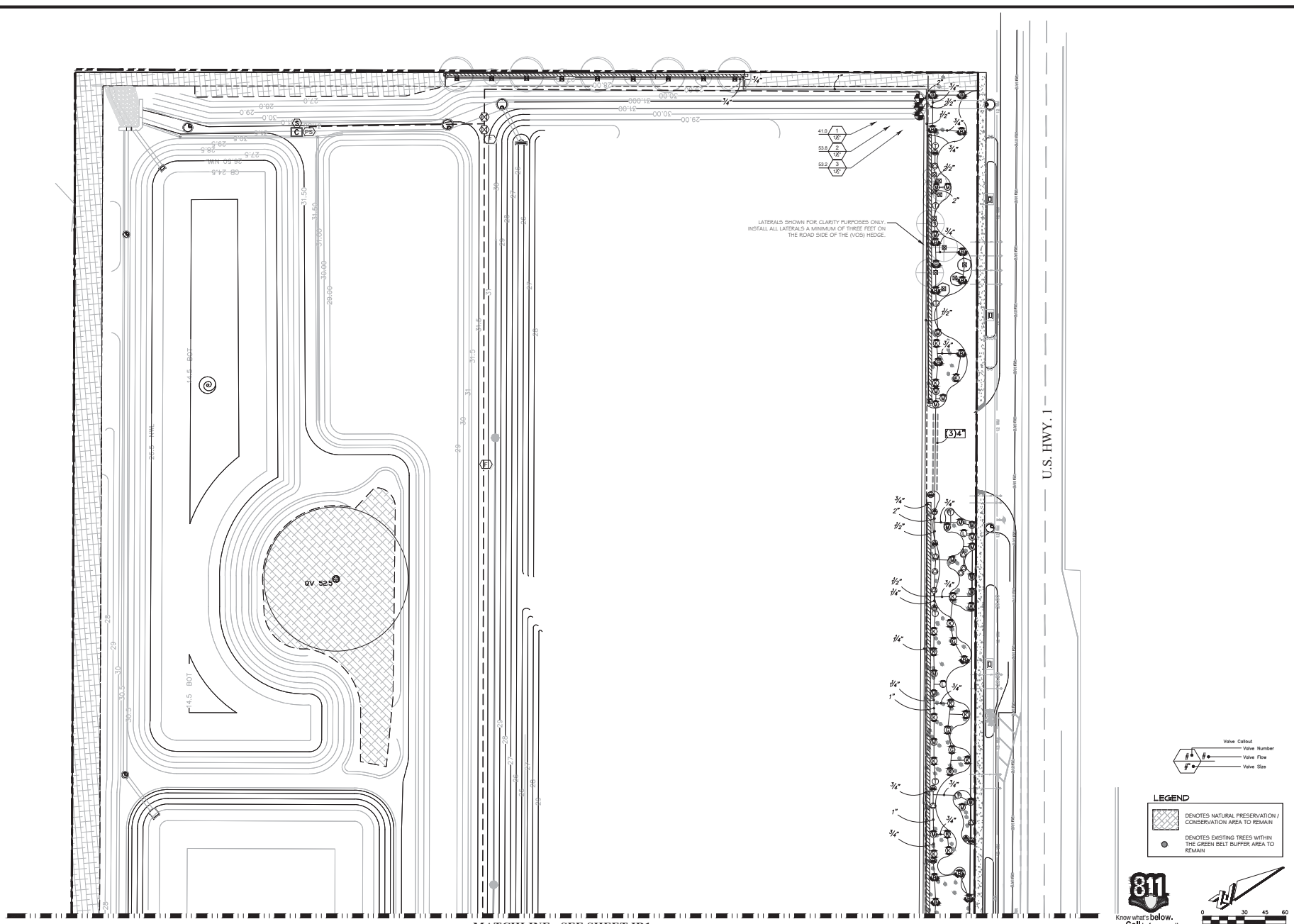

MATCHLINE - SEE SHEET IR1

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ORMOND GATEWAY SUBDIVISION FINAL ENGINEERING PLANS IRRIGATION PLAN & DETAILS

CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19006-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19006 WA-IR
XREF'S: 19006_BS1.DWG
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SHEET: IR2 OF 4

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
T	Hunter PROS-12 with MP Corner	13	Adj	40		13'
Ⓐ	Hunter PROS-12 with MP Strip	11	LCS	40	0.22	5'x15'
Ⓑ	Hunter PROS-12 with MP Strip	6	RCS	40	0.22	5'x15'
Ⓒ	Hunter PROS-12 with MP Strip	16	SST	40	0.44	5'x30'
Ⓓ	Hunter PROS-12 with MP1000	6	210-270	40		14'
Ⓜ	Hunter PROS-12 with MP1000	51	90-210	40		14'
Ⓝ	Hunter PROS-12 with MP2000	5	210-270	40		19'
Ⓚ	Hunter PROS-12 with MP2000	44	90-210	40		19'
MP	Hunter PROS-12 with MP3000	26	90-210	40		30'
⊠	Two Hunter HE-GOT	31 x2	360	30	2 x.12	3'
⊠	Two Hunter PCB-25	28 x2	360	30	2 x.25	3'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
P	Hunter PROS-12 with GPH Irrigation Products GDFN	6
	Area to Receive Dripline Hunter HDL-10-12 In-Line Pressure Compensating Landscape Dripline with Built-In Check Valve. 1.0GPH emitters at 12.0" O.C. Dripline laterals spaced at 16.0" apart, with emitters offset for triangular pattern. Install dripline on both sides of plant material.	3,800 s.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter ICV-FS in a 12" Valve Box	2
	Hunter ICZ in a Jumbo Valve Box	2
M	Nibco T-113 3" Isolation Valve in a 12" Valve Box	2
C	Hunter I2C-600-PL with DUAL48M Two Wire Module mount on side of pump station.	1
S	Hunter Solar-Sync Weather Sensor	1
F	Future Point of Connection- Install tee with three foot stub of mainline and Hunter IDWIRE control wire and mark with a 12" Valve Box.	3
PS	Site One PIB-5C-231 5 hp pump station see note #27	1
———	Irrigation Lateral Line: PVC Class 160	5,400 l.f.
— — — —	Irrigation Mainline: PVC 2-1/2" Class 200	1,500 l.f.
=========	Pipe Sleeve: PVC Schedule 40	

IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFF

IRRIGATION NOTES:

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNERS REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNERS REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS - CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLERS PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLERS PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNERS REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS-FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. ALL MAINLINE CHANGE OF DIRECTION FITTINGS SHALL BE DUCTILE IRON GASKET BELL. ALL SERVICE TEES TO VALVES SHALL BE PVC GASKET BELL.
13. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER. CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER, NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
14. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE.
15. THE TWO-WIRE PATH SHALL BE HUNTER ID1 PUR LAID BELOW THE IRRIGATION MAINLINE. INSTALL HUNTER DUAL DECODERS AT ALL VALVE LOCATIONS. GROUND CONTROL WIRE A MINIMUM OF EVERY 500 FEET PER MANUFACTURE SPECIFICATIONS.
16. ALL CONNECTIONS FROM THE 2-WIRE PATH TO THE DECODERS GROUND RODS, GROUND PLATES AND CONTROLLER SHALL BE WITH 3M DBR/4 WIRE CONNECTORS. ALL CONNECTIONS BETWEEN THE SOLENOID VALVES AND DECODERS SHALL BE WITH 3M-DBY/6 CONNECTORS. THE IRRIGATION CONTROLLER SHALL BE GROUNDED TO 10 OHMS OR LESS. INSTALL A INTERMATIC AG2401C3 SURGE ARRESTER ON THE POWER SUPPLY SIDE.
17. OWNER WILL DETERMINE PUMP STATION LOCATION AND PROVIDE ELECTRIC SERVICE WITHIN 5' OF LOCATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION FROM THE ELECTRICAL SERVICE TO THE IRRIGATION PUMP STATION AND CONTROLLER.
18. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT.
19. ALL GROUND RODS SHALL BE INSTALLED IN 7" VALVE BOXES.
20. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION COMMUNICATION CABLE SHALL HAVE ITS OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.
21. ALL UNSIZED PIPE SHALL BE 3/4".
22. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 12" UNLESS NOTED OTHERWISE.
23. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 18" UNLESS NOTED OTHERWISE.
24. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF CONTROL VALVE, ISOLATION VALVES AND SLEEVES SHALL BE NOTED WITH TWO REFERENCE POINTS ON THE "AS-BUILT" DRAWINGS. THE "AS-BUILT" SHALL BE PROVIDED IN ELECTRONIC PDF FORMAT WITH TWO HARD COPIES.
25. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
26. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
27. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE PUMP STATION. THE PUMP STATION SHALL INCLUDE A GREEN TECH PIB-5-C-231, PCP-3C48, SCS3HDPE-STATIC, FG-12VC-2013D1, ALC-1-125, HUNTER ICV-201B MASTER VALVE AND HUNTER HFS FLOW SENSOR AND GT INSTALL OR APPROVED EQUALS. MULTIPLE ZONES SHALL OPERATE AT ONCE WITH A MAXIMUM FLOW OF 55 GPM.
28. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL PROVIDE TO THE OWNER THE FOLLOWING ITEMS AS THEY RELATE TO THE IRRIGATION SYSTEM:
1 - SET OF DIGITAL AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - SETS OF PRINTED AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - COPIES OF OWNER'S OPERATIONS AND MAINTENANCE MANUALS.
3 - COPIES OF RECOMMENDED IRRIGATION SCHEDULE WITH PROPOSED APPLICATION RATES.
2 - EXTRA SPRAY / ROTOR HEADS FOR EACH TYPE USED ON THE PROJECT.

811 Know what's **below.** **Call** before you dig.

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ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
IRRIGATION PLAN & DETAILS
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
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XREFS: 19008_BS1.DWG
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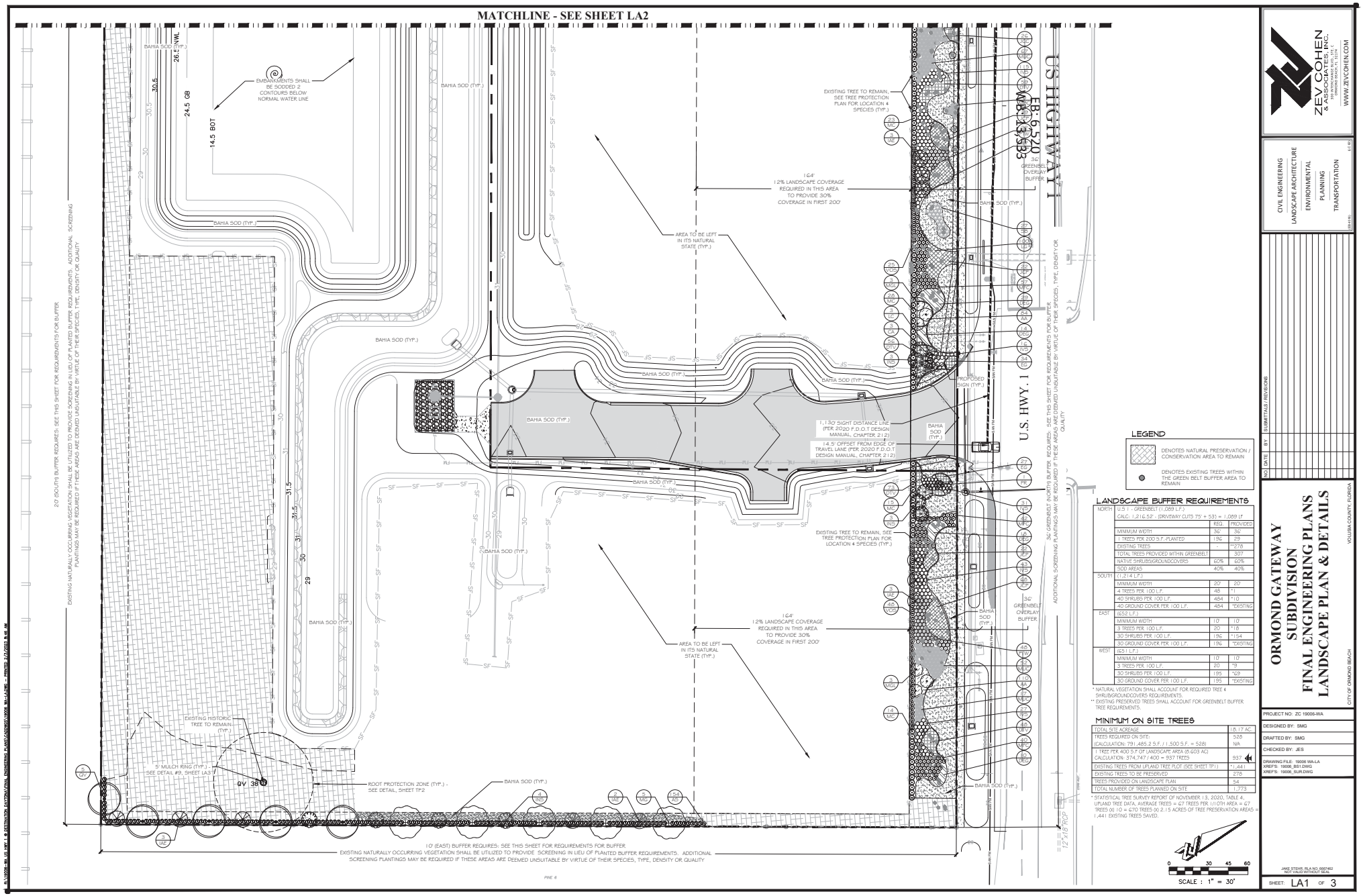

LEGEND

- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN
- DENOTES EXISTING TREES WITHIN THE GREEN BELT BUFFER AREA TO REMAIN

LANDSCAPE BUFFER REQUIREMENTS

		REQ.	PROVIDED
NORTH	U.S. 1 - GREENBELT (1,089 L.F.)		
	CALC: 1,216.52' - (DRIVEWAY CUTS 75' + 53') = 1,089 LF		
	MINIMUM WIDTH	36'	36'
	1 TREES PER 200 S.F.-PLANTED	196	29
	EXISTING TREES	-	**278
	TOTAL TREES PROVIDED WITHIN GREENBELT		307
	NATIVE SHRUBS/GROUNDCOVERS	60%	60%
	SOD AREAS	40%	40%
SOUTH	(1,214 L.F.)		
	MINIMUM WIDTH	20'	20'
	4 TREES PER 100 L.F.	48	*1
	40 SHRUBS PER 100 L.F.	484	*10
	40 GROUND COVER PER 100 L.F.	484	*EXISTING
EAST	(652 L.F.)		
	MINIMUM WIDTH	10'	10'
	3 TREES PER 100 L.F.	20	*18
	30 SHRUBS PER 100 L.F.	196	*154
	30 GROUND COVER PER 100 L.F.	196	*EXISTING
WEST	(651 L.F.)		
	MINIMUM WIDTH	10'	10'
	3 TREES PER 100 L.F.	20	*9
	30 SHRUBS PER 100 L.F.	195	*69
	30 GROUND COVER PER 100 L.F.	195	*EXISTING

* NATURAL VEGETATION SHALL ACCOUNT FOR REQUIRED TREE & SHRUB/GROUNDCOVERS REQUIREMENTS.
** EXISTING PRESERVED TREES SHALL ACCOUNT FOR GREENBELT BUFFER TREE REQUIREMENTS.

MINIMUM ON SITE TREES

TOTAL SITE ACREAGE	15.17 AC.
TREES REQUIRED ON SITE: (CALCULATION: 791,485.2 S.F. / 1,500 S.F. = 528)	528 / N/A
1 TREE PER 400 S.F. OF LANDSCAPE AREA (6,603 AC) CALCULATION: 374,747 / 400 = 937 TREES	937
EXISTING TREES FROM UPLAND TREE PLOT (SEE SHEET TP1)	*1,441
EXISTING TREES TO BE PRESERVED	278
TREES PROVIDED ON LANDSCAPE PLAN	54
TOTAL NUMBER OF TREES PLANNED ON SITE	1,773

* STATISTICAL TREE SURVEY REPORT OF NOVEMBER 13, 2020, TABLE 4, UPLAND TREE DATA. AVERAGE TREES = 67 TREES PER 1/10TH AREA = 67 TREES (X) 10 = 670 TREES (X) 2.15 ACRES OF TREE PRESERVATION AREAS = 1,441 EXISTING TREES SAVED.

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ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

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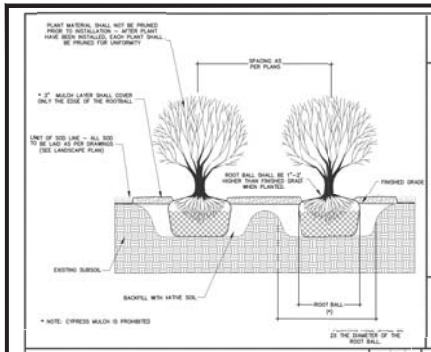
SHEET: LA1 OF 3



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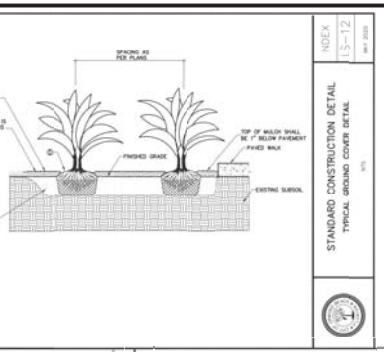
STANDARD CONSTRUCTION DETAIL
TYPICAL SHRUB PLANTING DETAIL
NTS



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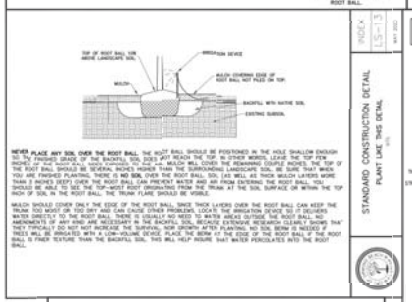
STANDARD CONSTRUCTION DETAIL
TYPICAL GROUND COVER DETAIL
NTS



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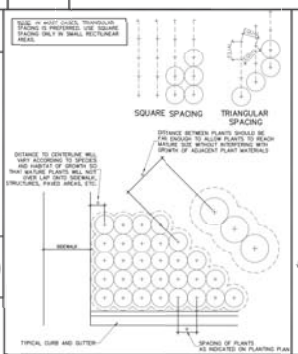
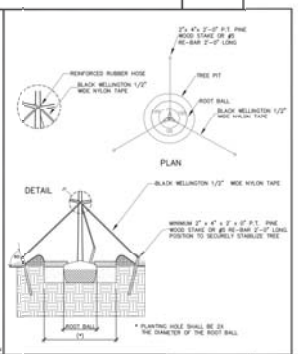
STANDARD CONSTRUCTION DETAIL
PLANT LIKE THIS DETAIL
NTS



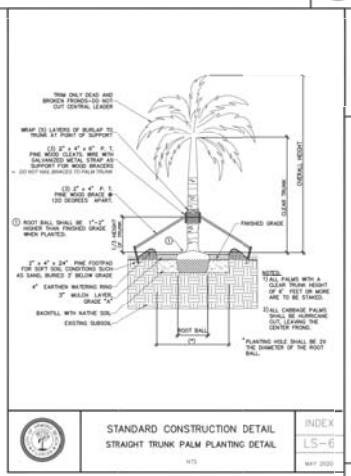
STANDARD CONSTRUCTION DETAIL
TYPICAL CONTAINER SPACING
NTS

INDEX LS-11 MAY 2020



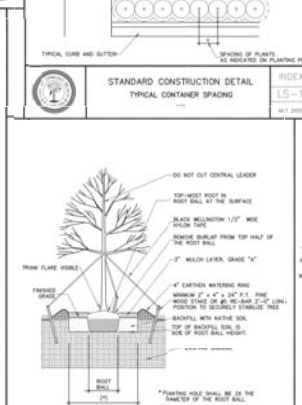
STANDARD CONSTRUCTION DETAIL
TYPICAL TREE GUYING DETAIL
NTS

INDEX LS-7 MAY 2020



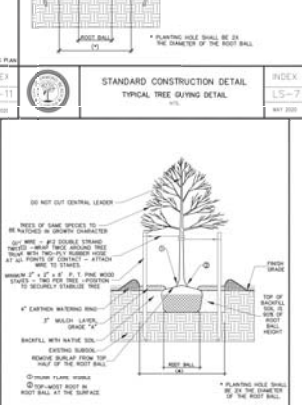
STANDARD CONSTRUCTION DETAIL
STRAIGHT TRUNK PALM PLANTING DETAIL
NTS

INDEX LS-6 MAY 2020



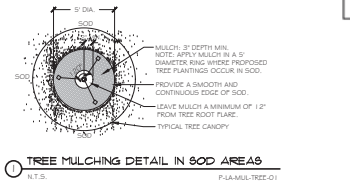
STANDARD CONSTRUCTION DETAIL
LARGE TREE PLANTING DETAILS
NTS

INDEX LS-10 MAY 2020

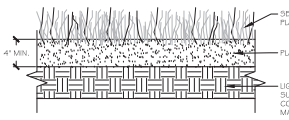


STANDARD CONSTRUCTION DETAIL
SMALL TREE PLANTING DETAIL
NTS

INDEX LS-9 MAY 2020



1 TREE MULCHING DETAIL IN SOD AREAS
N.T.S. P-LA-MUL-TREE-01



2 TURF PLANTING DETAIL
N.T.S. P-LA-SOD-01

LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE BARK MULCH, GRADE "B" OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD UNLESS OTHERWISE SPECIFIED ON THE PLANS AS FLORATAM ST. AUGUSTINE SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.6 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE SITE WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. PLANT SELECTION: THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF THE NURSERY PLANT SOURCE LOCATION A MINIMUM OF 72 HOURS PRIOR TO PURCHASING THE MATERIAL. THE LANDSCAPE ARCHITECT SHALL ACCOMPANY THE CONTRACTOR AND THEIR DESIGNATED LANDSCAPE CONTRACTOR TO THE NURSERY TO REVIEW THE PLANT MATERIAL TAGGED BY THE CONTRACTOR. THE LANDSCAPE ARCHITECT WILL REVIEW THE TAGGED MATERIAL TO BE PURCHASED TO CONFIRM IT MEETS THE SPECIFICATION STANDARDS (STATED IN NOTE #1). THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE QUALITY, SPECIFICATION, INSTALLATION, AND SURVIVORSHIP OF THE PLANT MATERIAL.
19. NATURAL AREAS: NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.
20. CLEARANCE PRUNING: ANY TREE PRUNING OF LOWER LIMBS AND CANOPY OF CONSERVED AND PROTECTED TREES THAT ARE GROWING OVER SIDEWALK, ROADWAY AND/OR ON-SITE CONSTRUCTION ACTIVITIES SHALL BE OVERSEEN AND/OR CONDUCTED BY AN I.S.A CERTIFIED ARBORIST TO ENSURE PROPER REDUCTION CUTS AND PRUNING IS CONDUCTED TO MAINTAIN THE STRUCTURAL INTEGRITY AND HEALTH OF THE TREE. TREES SHALL BE PRUNED TO ADHERE TO A MINIMUM OF EIGHT FEET (8) CLEARANCE OVER SIDEWALKS (PEDESTRIAN ACTIVITIES) AND SIXTEEN FEET (16) CLEARANCE OVER PARKING AREAS/ROADWAYS.
21. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
22. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
23. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
24. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
25. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNERS REPRESENTATIVE.
26. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT 'REDLINES' SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.

IRRIGATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 'REDLINED' MARK-UPS OF THE IRRIGATION IMPROVEMENTS AND PROVIDE TO THE LANDSCAPE ARCHITECT.
2. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM WITH A RAIN SENSOR SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS. IRRIGATION PLAN SHALL BE PROVIDED UPON SUBSTANTIAL SITE PLAN APPROVAL.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
AR	3	ACER RUBRUM	RED MAPLE	2.5" CAL. 10' HT MIN.	-		
IAE	15	ILEX X ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	2.5" CAL. 10' HT MIN.			
IN5	10	ILEX X 'NELLIE R STEVENS'	NELLIE STEVENS HOLLY	2.5" CAL. 10' HT MIN.			2' PRUNED
LIT	3	LAGERSTROEMIA INDICA 'TONTO'	TONTO CRAPEMYRTLE	2.5" CAL. 10' HT MIN.			
MG	5	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	4.5" CAL., 14' HT. MIN., 2' PRUNED			USED FOR MITIGATION OF SPECIMEN TREES REMOVED
MGL	11	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	2.5" CAL. 10' HT MIN.	-		2' PRUNED
QV	10	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	2.5" CAL. 10' HT MIN.	-		

PALMS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER		REMARKS
LC	3	LIVISTONA CHINENSIS	CHINESE FAN PALM	VARY C.T. HT. 8'-16' 5'-6' O.A.			
PX	1	PHOENIX ROEBELENII	PIGMY DATE PALM MULTI-TRUNK				

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
AS	223	ACCA SELLOWIANA	PINEAPPLE GUAVA, FEIJOA	36" HT. X 24" SP.	7 GAL.	36" o.c.	
CA	3	CRINUM ASIATICUM	SPIDER LILY	36" -48" O.A.	10 GAL.	60" o.c.	
HP	137	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	30-36" HT. X 36" SP.	3 GAL.	48" o.c.	
IVS	352	ILEX VOMITORIA 'SCHILLINGS DWARF'	DWARF YAUPON HOLLY	24" HT. X 24" SP.	3 GAL.	36" o.c.	
MUC	279	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	30-36" HT. X 36" SP.	3 GAL.	36" o.c.	
MPC	222	MYRCIANTHES FRAGRANS 'COMPACTA'	COMPACT SIMPSON'S STOPPER	30" HT. X 24" SP.	7 GAL.	36" o.c.	FULL
MC	121	MYRICA CERIFERA	WAX MYRTLE	36" HT. X 30" SPRD.	7 GAL.	48" o.c.	
PTW	80	PITTOSPORUM TOBIRA 'WHEELER'S DWARF'	DWARF PITTOSPORUM	18-24" HT. X 18-24" SP.	7 GAL.	36" o.c.	
SRC	62	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	30-36" HT. X 36" SP.	7 GAL.	36" o.c.	
SB	62	SPARTINA BAKERI	SAND CORDGRASS	30" HT. X 24" SP.	3 GAL.	36" o.c.	
VOS	143	VIBURNUM OBOVATUM 'SELECT'	WALTERS SELECT VIBURNUM	36" HT. X 24" SP.	7 GAL.	36" o.c.	

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
AA	291	AGAPANTHUS AFRICANUS 'PETER PAN'	DWARF BLUE LILY OF THE NILE	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.	
DTV	296	DIANELLA TASMANICA 'VARIEGATA'	FLAX LILY	12"HT. X 12"SP.	1 GAL.	24" o.c.	
DEG	150	DURANTA ERECTA 'GOLD MOUND'	GOLD MOUND DURANTA	30" HT. X 24" SP.	7 GAL.	36" o.c.	
EG	61	EVOLVULUS GLOMERATUS 'BLUE DAZE'	BRAZILIAN DWARF MORNING GLORY	8-10" HT. X 8-10" SP.	1 GAL.	18" o.c.	
JCP	336	JUNIPERUS CHINENSIS 'PARSONII'	PARSONI JUNIPER	8" HT. X 8" SP.	1 GAL.	30" o.c.	
JCC	99	JUNIPERUS CONFERTA 'COMPACTA'	SHORE JUNIPER	12"HT. X 12"SP.	3 GAL.	24" o.c.	
LG	100	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LIRIOPE	15" HT.	1 GAL.	15" o.c.	8-10 PPF
ZF	97	ZAMIA FLORIDANA	COONTIE PALM	12"HT. X 12"SP.	1 GAL.	30" o.c.	

SOD	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	SPACING	REMARKS
PNA	350,695 SF	PASPALUM NOTATUM 'ARGENTINE'	BAHIA GRASS	---			

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WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
LA #667

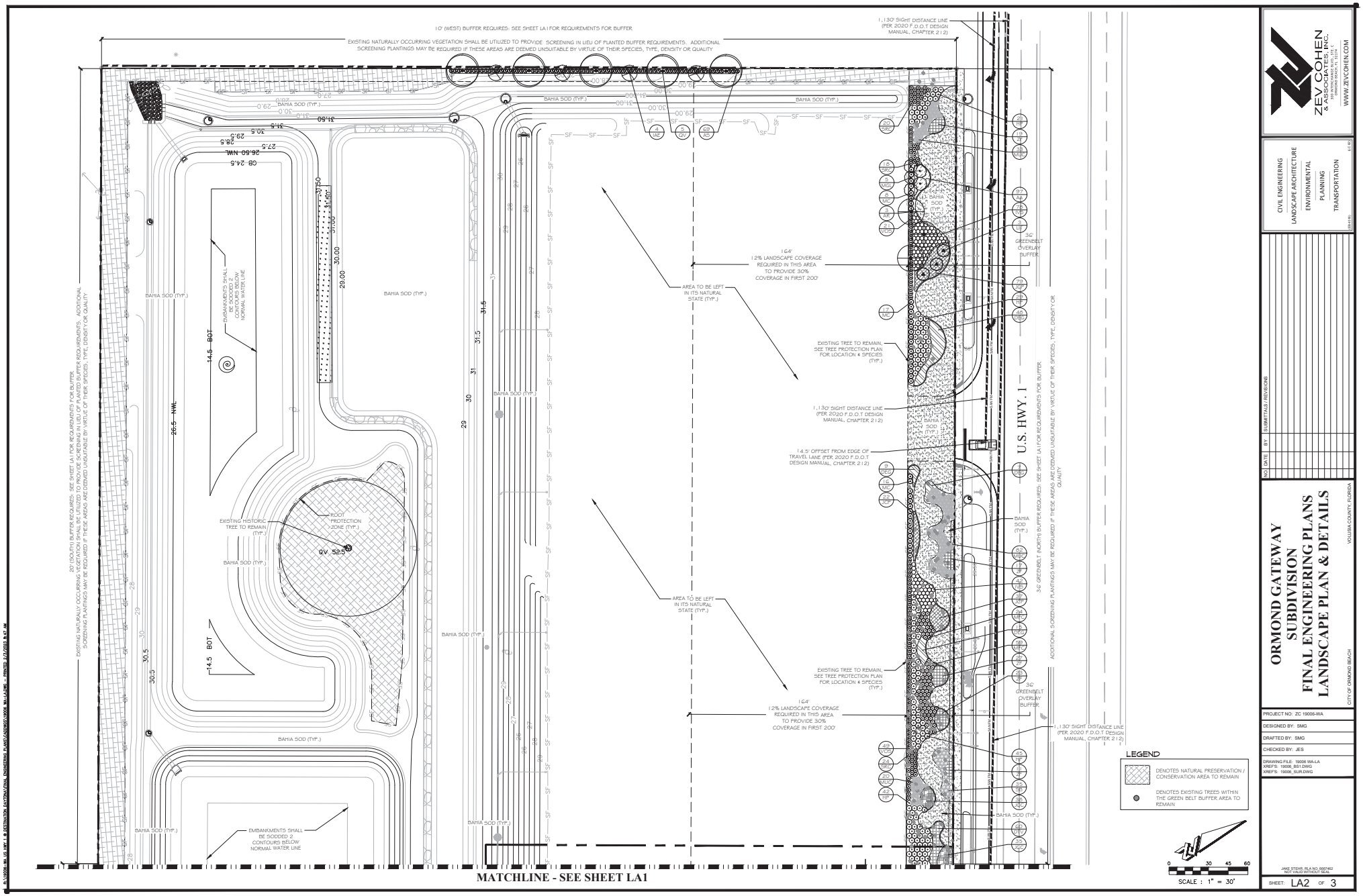
NO	DATE	BY	SUBMITTALS / REVISIONS

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS
CITY OF ORMOND BEACH VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19008 WA-LA
XREFS: 19008_BS1.DWG
XREFS: 19008_SURV.DWG

JAKE STEHR, PLA NO. 6667402
NOT VALID WITHOUT SEAL

SHEET: LA3 OF 3



MATCHLINE - SEE SHEET LA1

ZEVCOHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO	DATE	BY	SUBMITTALS / REVISIONS

ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
LANDSCAPE PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

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DESIGNED BY: SMG
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DRAWING FILE: 19008 WA-LA
XREFS: 19008_BS1.DWG
XREFS: 19008_SUR.DWG

JAKE STEHR, RLA NO. 6667462
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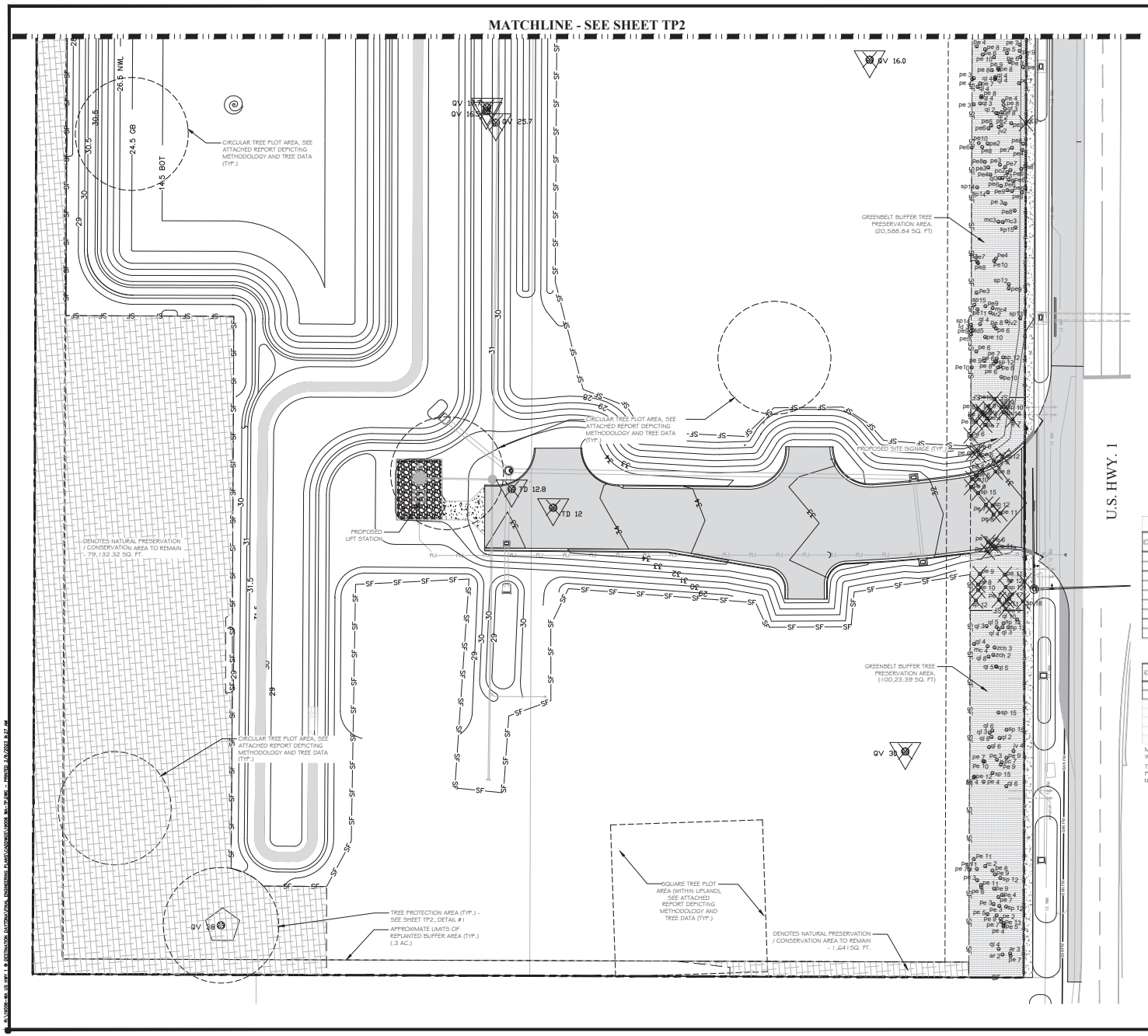
SHEET: LA2 OF 3



15% NATURAL PRESERVATION

TOTAL SITE ACREAGE	18.17 AC.
TOTAL PRESERVATION AREA REQUIRED (CALCULATION: 18.17 AC. x 15% = 2.72 AC.	2.72 AC.
UNDISTURBED NATURAL PRESERVATION AREA	2.15 AC.
NATURAL/REPLANTED PRESERVATION AREA (GREENBELT BUFFER)	.90 AC.
TOTAL PRESERVATION AREA PROVIDED	3.05 AC.

SPECIMEN TREE REQUIREMENTS

TOTAL SITE ACREAGE	18.17 AC.
SPECIMEN TREES ON SITE	15
SPECIMEN TREES PER ACRE	.82
SPECIMEN TREES REQUIRED TO BE PRESERVED	12
(CALCULATION: 15 TREES x 80% = 12 TREES) SEE TABLE BELOW	
SPECIMEN TREES PRESERVED.	*2

PROTECTIONS AREA SHALL BE ENTIRE DRIP LINE OR ONE (1) FOOT RADIUS PER INCH OF DIAMETER, WHICHEVER IS GREATER

SPECIMEN TREES PER ACRE	EXISTING SPECIMEN TREES TO BE PRESERVED
LESS THAN 3	50%
3.0-5.0	60%
5.1-8.0	70%
8.1 OR MORE	80% 4 PER ACRE

*PRESERVATION OF REPLACEMENT TREES WITHIN THE NATURAL CONSERVATION AREAS ACCOUNT FOR MITIGATION FOR THE DEFICIT OF 10 SPECIMEN TREES NEEDED TO BE PRESERVED.

MINIMUM ON SITE TREES

TOTAL SITE ACREAGE	18.17 AC.
TREES REQUIRED ON SITE: (CALCULATION: 791,485.2 S.F. / 1,500 S.F. = 528)	528 N/A
1 TREE PER 400 S.F OF LANDSCAPE AREA (6,603 AC) CALCULATION: 374,747 / 400 = 937 TREES	937
EXISTING TREES FROM UPLAND TREE PLOT (SEE SHEET TP1)	1,441
EXISTING TREES TO BE PRESERVED	276
TREES PROVIDED ON LANDSCAPE PLAN	54
TOTAL NUMBER OF TREES PLANNED ON SITE	1,773

* STATISTICAL TREE SURVEY REPORT OF NOVEMBER 13, 2020, TABLE 4, UPLAND TREE DATA, AVERAGE TREES = 67 TREES PER 1/10TH AREA = 67 TREES (X) 10 = 670 TREES (X) 2.15 ACRES OF TREE PRESERVATION AREAS = 1,441 EXISTING TREES SAVED.

SPECIME TREES BEING REMOVED

Caliper	Quantity	4 1/2" Equivant Each	4 1/2" Total	Tree Fund Equivant Each	Tree Fund Total
12	2	1	2	$ 307.00	$ 614.00
13	2	1	2	$ 360.00	$ 720.00
14	1	1	1	$ 418.00	$ 418.00
15	1	2	2	$ 460.00	$ 460.00
16	2	2	4	$ 546.00	$ 1,092.00
17	1	2	2	$ 616.00	$ 616.00
18	2	2	4	$ 690.00	$ 1,380.00
26	1	4	4	$ 1,441.00	$ 1,441.00
30	1	5	5	$ 1,919.00	$ 1,919.00
	TOTAL MITIGATION		26	TOTAL	$ 8,680.00

SPECIMEN TREES BEING SAVED

Caliper	Quantity	4 1/2" Equivalent Each	4 1/2" Total	Tree Fund Equivalent Each	TreeFund Total
38	1	8	8	$ 3,062.00	$ 3,062.00
53	1	13	13	$ 5,953.00	$ 5,953.00
	TOTAL CREDITS		-21	TOTAL	$ (9,015.00)
	TOTAL MITIGATION		26		$ 8,680.00
	TOTAL CREDITS		-21		$ (9,015.00)
	4 1/2" to plant		5	OR Donation OF	$ -

MITIGATION FOR THE (5) SPECIMEN TREES REMOVED SHALL OCCUR THROUGH MAGNOLIA TREES PLANTED WITHIN THE EAST LANDSCAPE BUFFER, SEE SHEET LA1 FOR LOCATION AND SHEET LA3 FOR PLANT SCHEDULE.

THIS SITE QUALIFIES AS A MONOCULTURE (97.7%) EXISTING PINES AND THE DENSITY IS 290 PINE TREES PRE ACRE PER THE STATISTICAL TREE SURVEY, DATED NOVEMBER 13, 2020, DUE TO THIS MITIGATION IS NOT REQUIRED FOR PROTECTED TREES.

LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO REMAIN
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN - 2.15 AC.
- DENOTES GREENBELT BUFFER AREA. PRESERVE DESIGNATED TREES PER PLAN. REMOVE ALL REMAINING VEGETATION AND REPLANT PER LANDSCAPE PLAN - .90 AC.

TREE LEGEND

AR	RED MAPLE TREE
JV	RED CEDAR TREE
MC	WAX MYRTLE TREE
PC	LAUREL CHERRY TREE
PE	SLASH PINE TREE
PER P	SWAMP BAY TREE
QL	LAUREL OAK TREE
QV	LIVE OAK TREE
RC	WINGED SUMAC TREE
SP	CABBAGE PALM TREE
TD	BALD CYPRESS TREE
ZCH	TOOTHACHE TREE

0 30 45 60

SCALE : 1" = 30'

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
WWW.ZEVCOHEN.COM

NO	DATE	BY	SUBMITTALS / REVISIONS
1	03-25	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

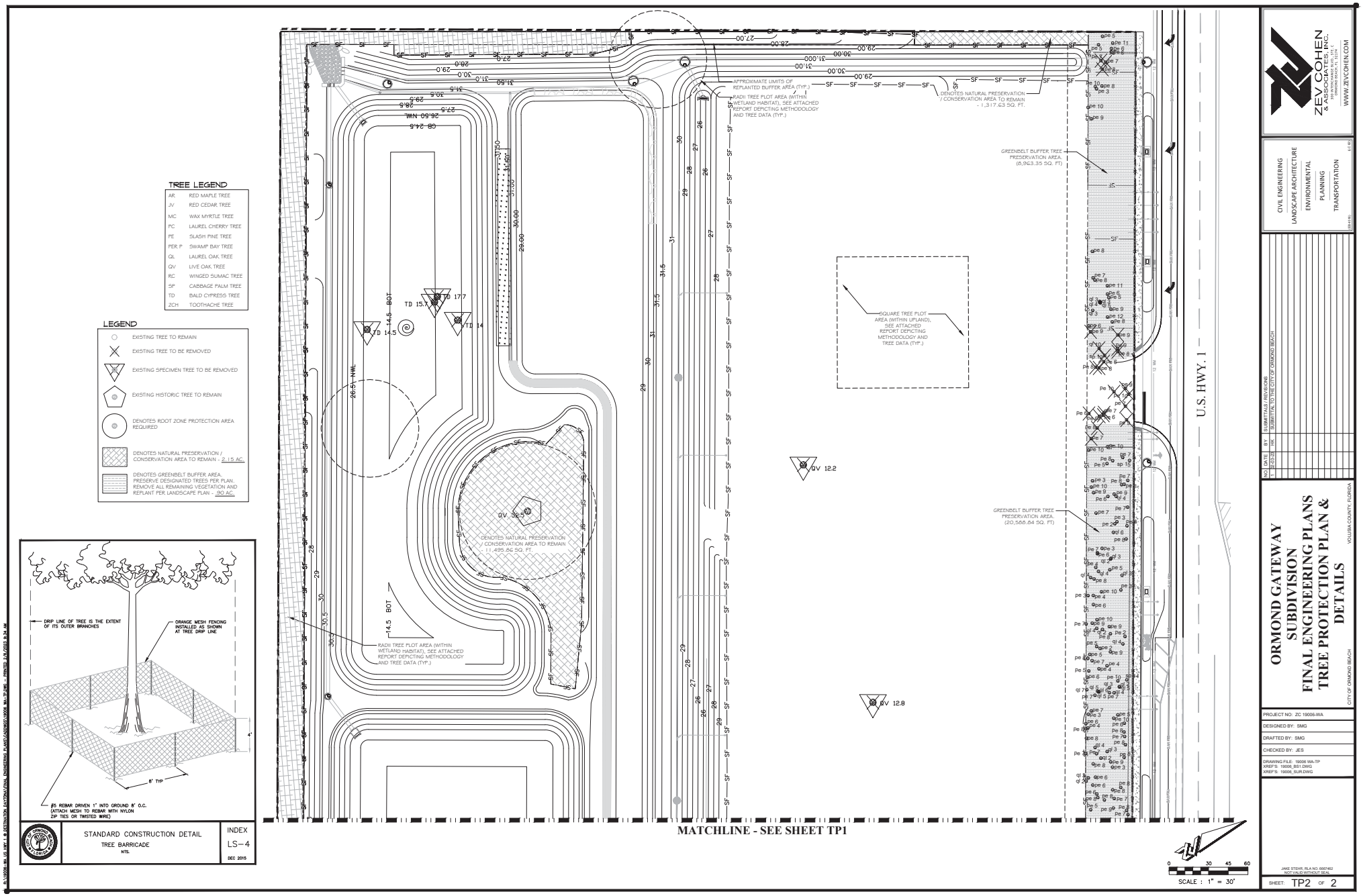
ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19008 WA-TP
XREF'S: 19008_BS1.DWG
XREF'S: 19008_SUR.DWG

JAKE STEHR, PLA NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: TP1 OF 2



STANDARD CONSTRUCTION DETAIL
TREE BARRICADE
NTS.

INDEX
LS–4
DEC 2015

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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO	DATE	BY	SUBMITTAL/ REVISIONS
1	8-03-25	HK	SUBMITTAL TO THE CITY OF ORMOND BEACH

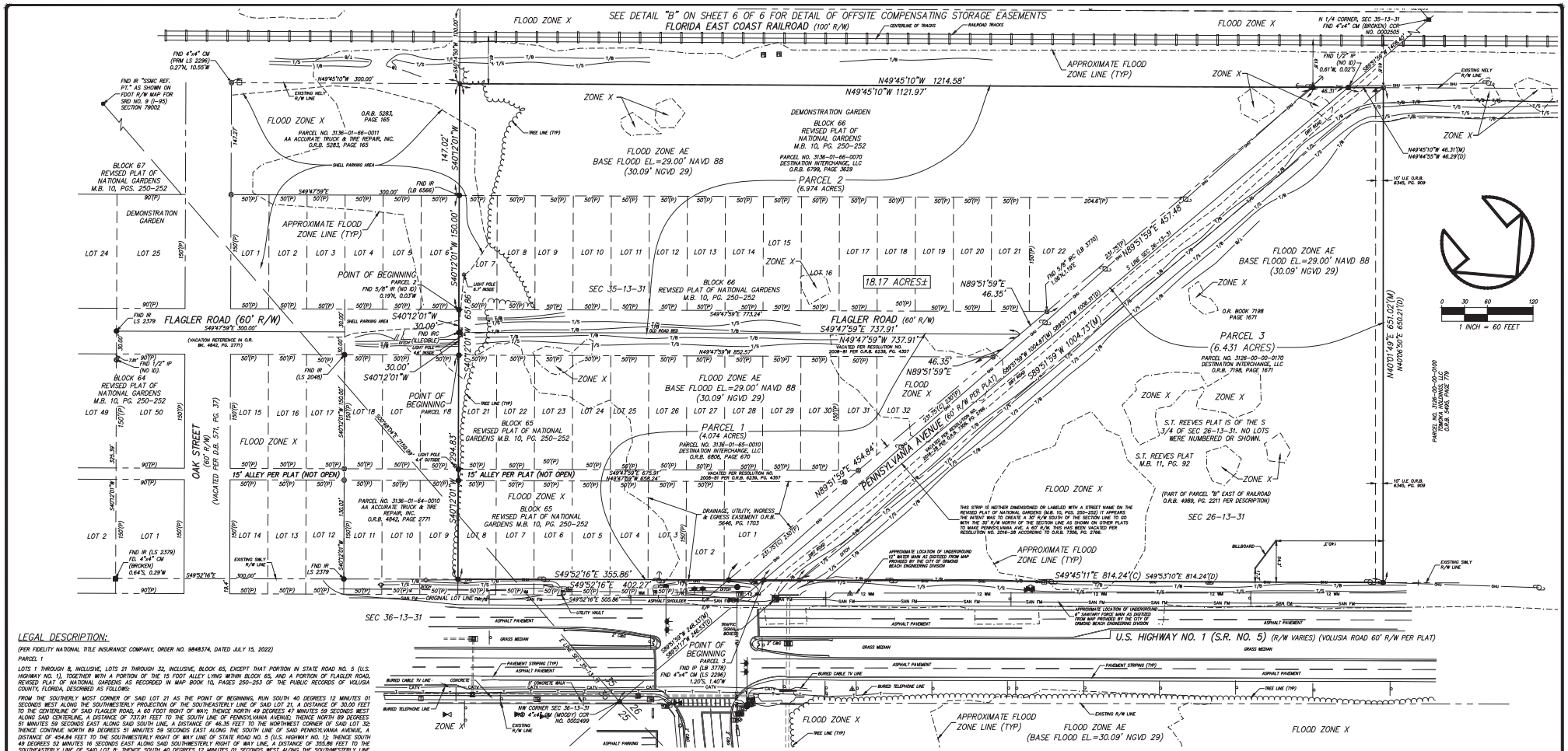
ORMOND GATEWAY SUBDIVISION
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN & DETAILS

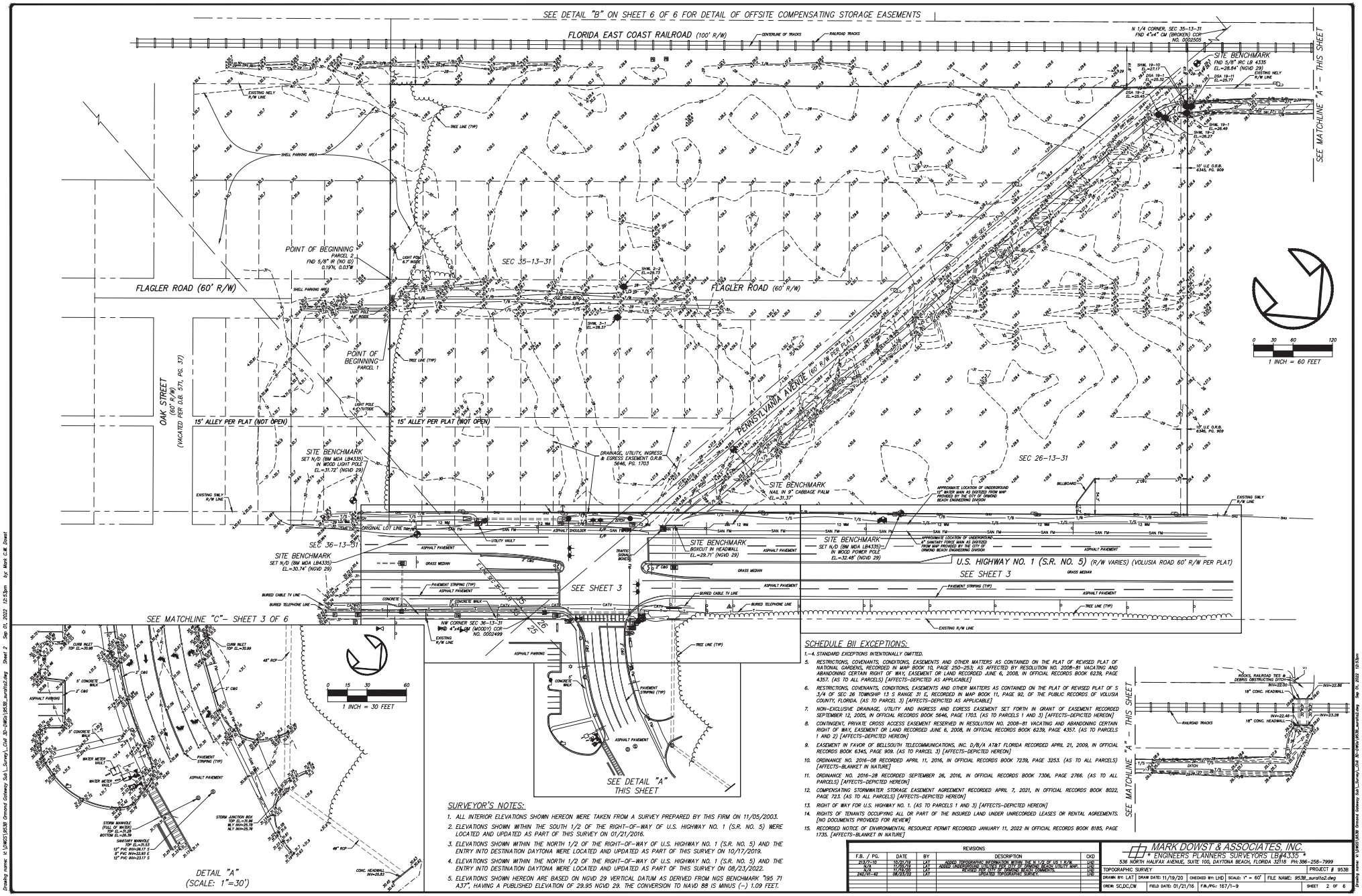
CITY OF ORMOND BEACH — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 19008-WA
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: JES
DRAWING FILE: 19008 WA-TP
XREF'S: 19008_BS1.DWG
XREF'S: 19008_SUR.DWG

JAKE STEHR, PLA NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: TP2 OF 2


SEE DETAIL "B" ON SHEET 6 OF 6 FOR DETAIL OF OFFSITE COMPENSATING STORAGE EASEMENTS
FLORIDA EAST COAST RAILROAD (100' R/W)
FLOOD ZONE X
FLOOD ZONE AE
BASE FLOOD EL.=29.00' NAVD 88
(30.09' NGVD 29)
APPROXIMATE FLOOD ZONE LINE (TYP)
FLAGLER ROAD (60' R/W)
S49°47'59"E 737.91'
N49°47'59"W 737.91'
PARCEL 1
(4.074 ACRES)
PARCEL 2
(6.974 ACRES)
PARCEL 3
(6.431 ACRES)
18.17 ACRES±
POINT OF BEGINNING
PARCEL 1
POINT OF BEGINNING
PARCEL 2
POINT OF BEGINNING
PARCEL 3
OAK STREET
(60' R/W)
(VACATED PER D.B. 571, PG. 37)
15' ALLEY PER PLAT (NOT OPEN)
"PENNSYLVANIA AVENUE" (60' R/W PER PLAT)
N89°51'59"E 454.84'
S89°51'59"W 1004.73'(M)
S89°51'59"W 1004.47'(M)
N89°51'59"E 457.48'
N89°51'59"E 46.35'
S89°51'59"W 46.35'
S40°12'01"W 147.02'
S40°12'01"W 150.00'
S40°12'01"W 65.86'
S40°12'01"W 30.00'
S40°12'01"W 2394.83'
N40°01'49"E 651.02'(M)
N40°08'30"E 650.21'(D)
S49°52'16"E 355.86'
S49°52'16"E 402.27'
S49°45'11"E 814.24'(C)
S49°53'10"E 814.24'(D)
U.S. HIGHWAY NO. 1 (S.R. NO. 5) (R/W VARIES) (VOLUSIA ROAD 60' R/W PER PLAT)
SEC 35-13-31
SEC 36-13-31
SEC 26-13-31
BLOCK 67 REVISED PLAT OF NATIONAL GARDENS M.B. 10, PGS. 250-252
BLOCK 66 REVISED PLAT OF NATIONAL GARDENS M.B. 10, PG. 250-252
BLOCK 65 REVISED PLAT OF NATIONAL GARDENS M.B. 10, PG. 250-252
BLOCK 64 REVISED PLAT OF NATIONAL GARDENS M.B. 10, PG. 250-252
DEMONSTRATION GARDEN
PARCEL NO. 3136-01-66-0011 AA ACCURATE TRUCK & TIRE REPAIR, INC. O.R.B. 5283, PAGE 165
PARCEL NO. 3136-01-66-0070 DESTINATION INTERCHANGE, LLC O.R.B. 6799, PAGE 3629
PARCEL NO. 3126-00-00-0170 DESTINATION INTERCHANGE, LLC O.R.B. 7198, PAGE 1671
PARCEL NO. 3136-01-65-0010 DESTINATION INTERCHANGE, LLC O.R.B. 6806, PAGE 670
PARCEL NO. 3136-01-64-0010 AA ACCURATE TRUCK & TIRE REPAIR, INC. O.R.B. 4842, PAGE 2771
PARCEL NO. 3126-00-00-0100 O.R.B. 5405, PAGE 779
VACATED PER RESOLUTION NO. 2008-91 PER O.R.B. 6236, PG. 4357
VACATED PER RESOLUTION No. 2008-91 PER O.R.B. 6236, PG. 4357
VACATED PER RESOLUTION NO. 2016-28 RECORDED IN O.R.B. 7306, PG. 2766
THIS STRIP IS NEITHER DIMENSIONED OR LABELED WITH A STREET NAME ON THE REVISED PLAT OF NATIONAL GARDENS (M.B. 10, PGS. 250-252) IT APPEARS THE INTENT WAS TO CREATE A 30' R/W SOUTH OF THE SECTION LINE TO GO WITH THE 30' R/W NORTH OF THE SECTION LINE AS SHOWN ON OTHER PLATS TO MAKE PENNSYLVANIA AVE. A 60' R/W. THIS HAS BEEN VACATED PER RESOLUTION NO. 2016-28 ACCORDING TO O.R.B. 7306, PG. 2766.
S.T. REEVES PLAT IS OF THE S 3/4 OF SEC 26-13-31. NO LOTS WERE NUMBERED OR SHOWN.
S.T. REEVES PLAT M.B. 11, PG. 92
(PART OF PARCEL "B" EAST OF RAILROAD O.R.B. 4989, PG. 2211 PER DESCRIPTION)
N 1/4 CORNER, SEC 35-13-31 FND 4"x4" CM (BROKEN) COR NO. 0002505
NW CORNER SEC 36-13-31 FND 4"x4" CM (MODY) COR NO. 0002489
FND 1/2" IP (NO ID) 0.61'W, 0.02'S
FND 5/8" IR (NO ID) 0.19'N, 0.03'W
FND IR (LB 6566)
FND IR (LS 2379)
FND IR (LS 2048)
FND IRC (ILLEGIBLE)
FND 4"x4" CM (PRM LS 2296) 0.27'N, 10.55'W
FND IR "DSMC REF. PT." AS SHOWN ON FDOT R/W MAP FOR SR2 NO. 9 (I-95) SECTION 79002
FND 4"x4" CM (BROKEN) 0.64'S, 0.29'W
FND 4"x4" CM (LS 2296) 1.20'S, 1.40'W
FND 5/8" IRC (LB 3770) 1.08'E,1.19'S
FND 5/8" IRC (LB 3770) 0.42'S, 0.08'W
FND 4"x4" CM (LB 3770) 0.08



SCHEDULE BII EXCEPTIONS:

1.-4. STANDARD EXCEPTIONS INTENTIONALLY OMITTED.

5. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF REVISED PLAT OF NATIONAL GARDENS, RECORDED IN MAP BOOK 10, PAGE 250-253; AS AFFECTED BY RESOLUTION NO. 2008-81 VACATING AND ABANDONING CERTAIN RIGHT OF WAY, EASEMENT OR LAND RECORDED JUNE 6, 2008, IN OFFICIAL RECORDS BOOK 6239, PAGE 4357. (AS TO ALL PARCELS) [AFFECTS-DEPICTED AS APPLICABLE]
6. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF REVISED PLAT OF S 3/4 OF SEC 26 TOWNSHIP 13 S RANGE 31 E, RECORDED IN MAP BOOK 11, PAGE 92, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (AS TO PARCEL 3) [AFFECTS-DEPICTED AS APPLICABLE]
7. NON-EXCLUSIVE DRAINAGE, UTILITY AND INGRESS AND EGRESS EASEMENT SET FORTH IN GRANT OF EASEMENT RECORDED SEPTEMBER 12, 2005, IN OFFICIAL RECORDS BOOK 5646, PAGE 1703. (AS TO PARCELS 1 AND 3) [AFFECTS-DEPICTED HEREON]
8. CONTINGENT, PRIVATE CROSS ACCESS EASEMENT RESERVED IN RESOLUTION NO. 2008-81 VACATING AND ABANDONING CERTAIN RIGHT OF WAY, EASEMENT OR LAND RECORDED JUNE 6, 2008, IN OFFICIAL RECORDS BOOK 6239, PAGE 4357. (AS TO PARCELS 1 AND 2) [AFFECTS-DEPICTED HEREON]
9. EASEMENT IN FAVOR OF BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA RECORDED APRIL 21, 2008, IN OFFICIAL RECORDS BOOK 6345, PAGE 909. (AS TO PARCEL 3) [AFFECTS-DEPICTED HEREON]
10. ORDINANCE NO. 2016-08 RECORDED APRIL 11, 2016, IN OFFICIAL RECORDS BOOK 7239, PAGE 3253. (AS TO ALL PARCELS) [AFFECTS-BLANKET IN NATURE]
11. ORDINANCE NO. 2016-28 RECORDED SEPTEMBER 26, 2016, IN OFFICIAL RECORDS BOOK 7306, PAGE 2766. (AS TO ALL PARCELS) [AFFECTS-DEPICTED HEREON]
12. COMPENSATING STORMWATER STORAGE EASEMENT AGREEMENT RECORDED APRIL 7, 2021, IN OFFICIAL RECORDS BOOK 8022, PAGE 723. (AS TO ALL PARCELS) [AFFECTS-DEPICTED HEREON]
13. RIGHT OF WAY FOR U.S. HIGHWAY NO. 1. (AS TO PARCELS 1 AND 3) [AFFECTS-DEPICTED HEREON]
14. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS. [NO DOCUMENTS PROVIDED FOR REVIEW]
15. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED JANUARY 11, 2022 IN OFFICIAL RECORDS BOOK 8185, PAGE 1735. [AFFECTS-BLANKET IN NATURE]

SURVEYOR'S NOTES:

1. ALL INTERIOR ELEVATIONS SHOWN HEREON WERE TAKEN FROM A SURVEY PREPARED BY THIS FIRM ON 11/05/2003.
2. ELEVATIONS SHOWN WITHIN THE SOUTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 01/21/2016.
3. ELEVATIONS SHOWN WITHIN THE NORTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE ENTRY INTO DESTINATION DAYTONA WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 10/17/2019.
4. ELEVATIONS SHOWN WITHIN THE NORTH 1/2 OF THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (S.R. NO. 5) AND THE ENTRY INTO DESTINATION DAYTONA WERE LOCATED AND UPDATED AS PART OF THIS SURVEY ON 08/23/2022.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NGVD 29 VERTICAL DATUM AS DERIVED FROM NGS BENCHMARK "95 71 A37", HAVING A PUBLISHED ELEVATION OF 29.95 NGVD 29. THE CONVERSION TO NAVD 88 IS MINUS (-) 1.09 FEET.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
213/7-10	10/30/19	LAT	ADDED TOPOGRAPHIC INFORMATION WITHIN THE R.T/W OF US 1 R/W.	LHD
N/A	11/06/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP.	LHD
N/A	11/19/20	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS.	LHD
242/41-42	08/23/22	LAT	UPDATED TOPOGRAPHIC SURVEY.	LHD

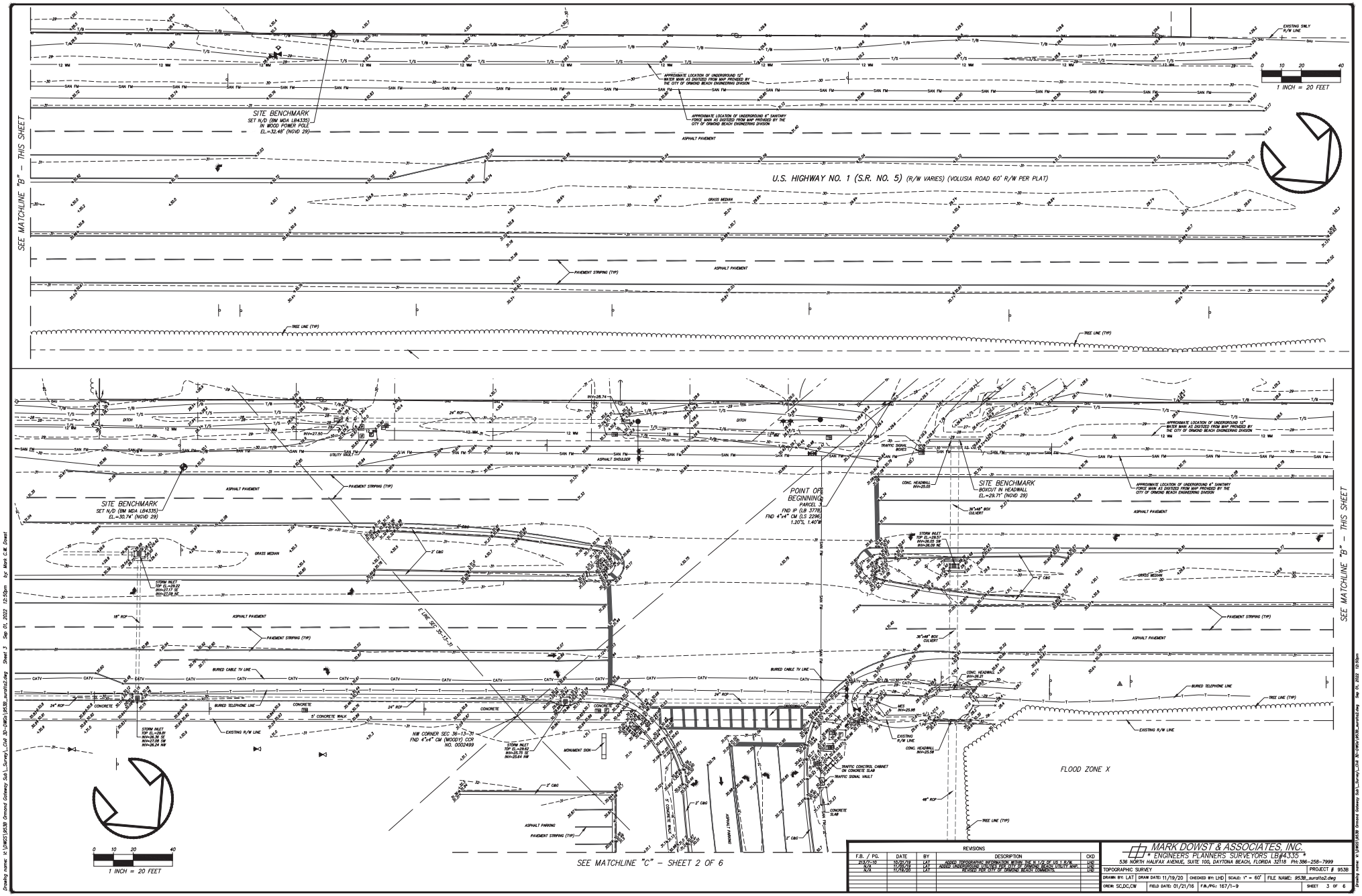
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

TOPOGRAPHIC SURVEY — PROJECT # 9538

DRAWN BY: LAT | DRAW DATE: 11/19/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 9538_surv1to2.dwg

CREW: SC,DC,CW | FIELD DATE: 01/21/16 | F.B./PG.: 167/1-9 | SHEET 2 OF 6

Drawing name: k:\JOBS\9538 Ormond Gateway Sub_Survey_Civil 3D-JOBS\9538_surv1to2.dwg Sheet 2 Sep 01, 2022 12:53pm by Mark C.W. Dowst



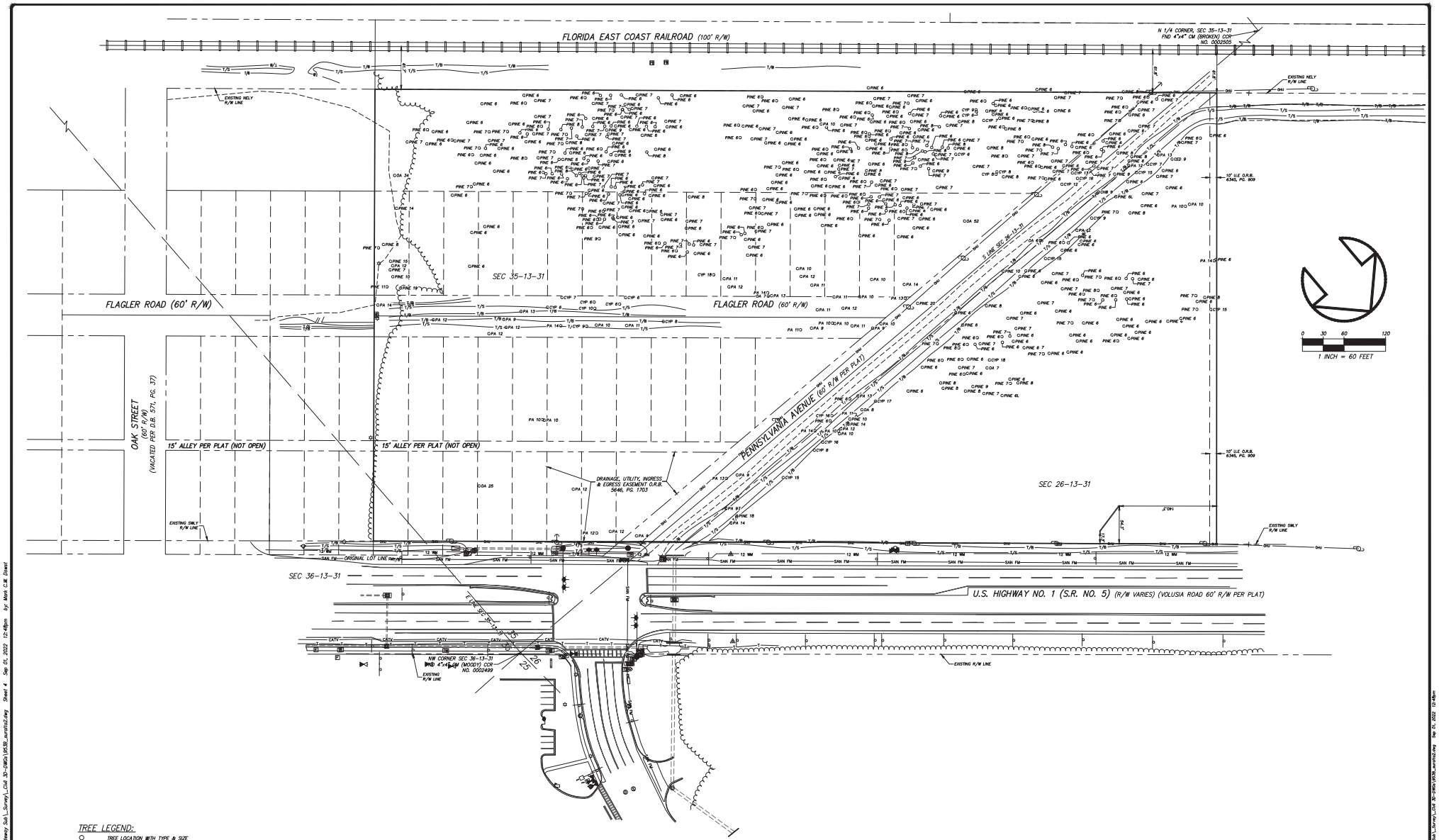
REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
313/7-10	10/30/19	LAT	ADDED TOPOGRAPHIC INFORMATION WITHIN THE N 1/2 OF US 1 R/W	LHD
N/A	11/05/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP	LHD
N/A	11/19/20	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS	LHD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

TOPOGRAPHIC SURVEY — PROJECT # 953B

DRAWN BY: LAT | DRAW DATE: 11/19/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 953B_surato2.dwg
CREW: SC,DC,CW | FIELD DATE: 01/21/16 | F.B./PG.: 167/1-9 | SHEET 3 OF 6

Drawing name: k:\JOBS\953B Ormond Gateway Sub_Survey_Civil 3D-JOBS\953B_surato2.dwg Sep 01, 2022 12:50pm by: Mark C.W. Dowst Sheet 3



TREE LEGEND:

○	TREE LOCATION WITH TYPE & SIZE
BAY	BAY TREE
CAM	CAMPHOR TREE
CED	CEDAR TREE
CHB	CHINA BERRY TREE
CYP	CYPRESS TREE
ELM	ELM TREE
GUM	GUM TREE
MAG	MAGNOLIA TREE
MPL	MAPLE TREE
OA	OAK TREE
PA	PALM TREE
PINE	PINE TREE
TREE	UNKNOWN TREE TYPE

SURVEYOR'S NOTES:

1. ALL TREES SHOWN HEREON WERE TAKEN FROM A PREVIOUS SURVEY PREPARED BY THIS FIRM ON 11/05/2003 AND HAVE NOT BEEN RELOCATED OR UPDATED AS PART OF THIS SURVEY. TREES ARE SHOWN PER THE CLIENTS REQUEST AND ARE FOR INFORMATIONAL PURPOSES ONLY.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
N/A	11/06/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF ORMOND BEACH UTILITY MAP.	LHD
N/A	11/19/20	LAT	REVISED PER CITY OF ORMOND BEACH COMMENTS.	LHD

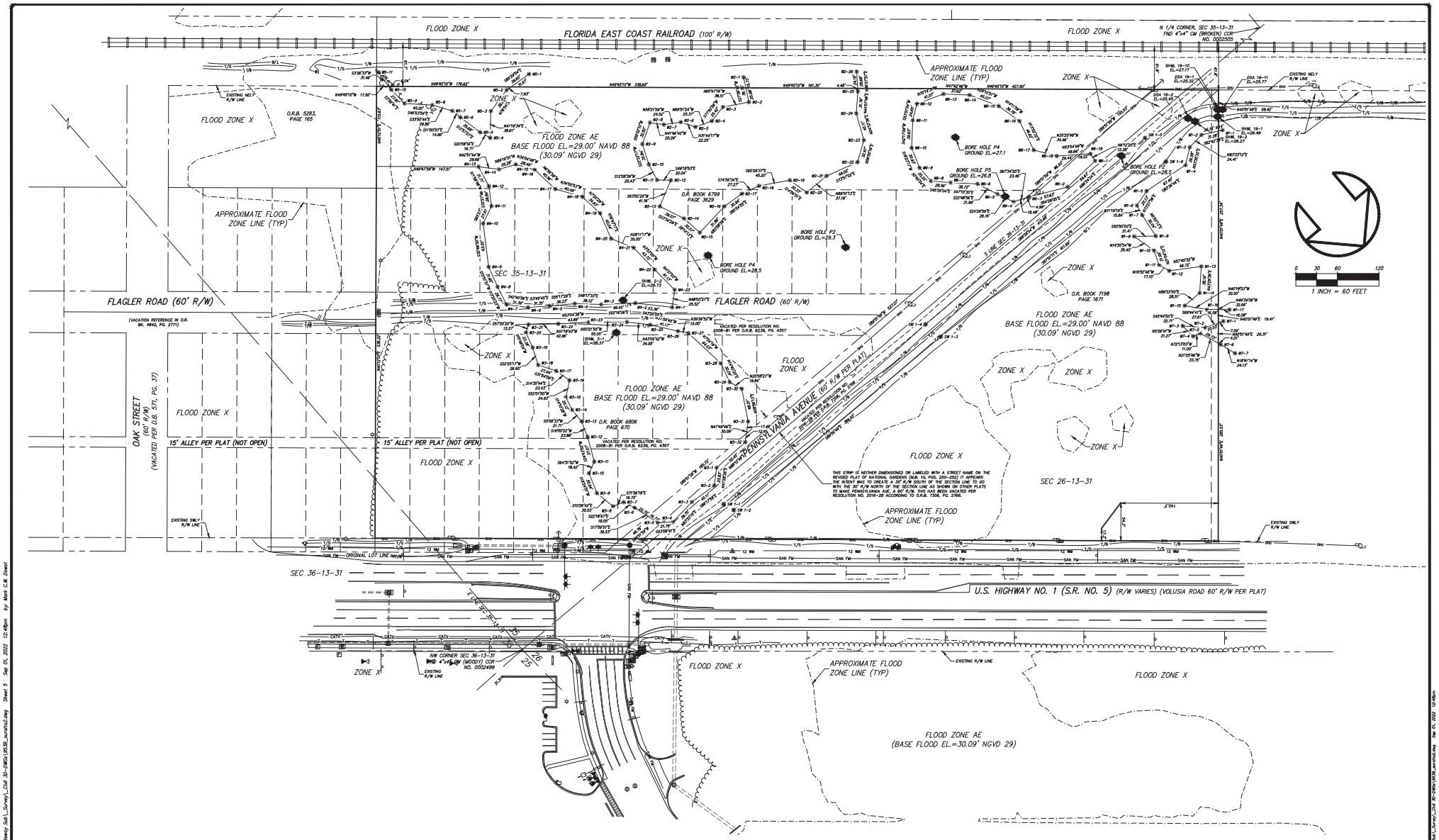
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

TREE LOCATION SURVEY | PROJECT # 9538

DRAWN BY: LAT | DRAW DATE: 11/19/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 9538_surafa2.dwg

CREW: SC,DC,CW | FIELD DATE: 01/21/16 | F.B./PG.: 167/1-9 | SHEET 4 OF 6

Drawing name: k:\DWGS\9538 Ormond Gateway Sub_Survey_Civil 3D-DWGs\9538_surafa2.dwg Sheet 4 Sep 01, 2022 12:48pm by: Mark C.W. Dowst



SURVEYOR'S NOTES:

1. WETLAND POINTS FIELD LOCATED BY THIS FIRM ON 10/15/2019, AS DELINEATED BY ZEV COHEN & ASSOCIATES, INC ON 09/30/2019.
2. BORING LOCATIONS WERE LOCATED BY THIS FIRM ON 10/10/2019, AS DELINEATED BY UNIVERSAL ENGINEERING SCIENCES, INC ON 09/30/2019.

REVISIONS				
F.B. / PG.	DATE	BY	DESCRIPTION	CKD
213/21	11/20/19	LAT	ADDED ADDITIONAL SEASONAL HIGH WATER LINE POINTS	LHD
N/A	11/26/19	LAT	ADDED UNDERGROUND UTILITIES PER CITY OF DAYTONA BEACH UTILITY MAP.	LHD
N/A	11/29/20	LAT	REVISED PER CITY OF DAYTONA BEACH COMMENTS	LHD
N/A	12/21/20	LAT	REVISED FLOOD ZONE LABELS FOR FLOOD ZONE AE PER COMMENTS.	LHD

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

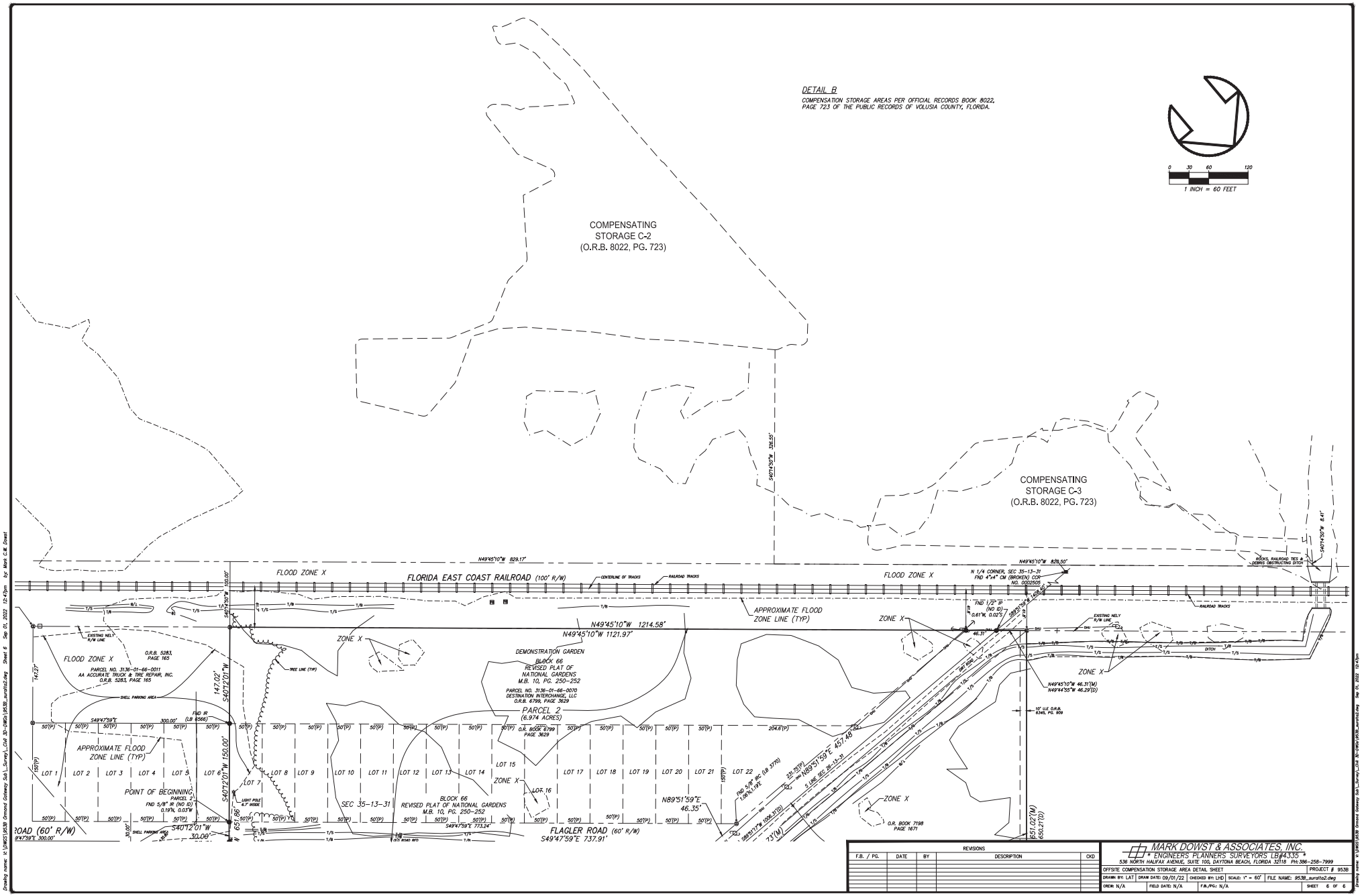
WETLAND LINE SURVEY — PROJECT # 9538

DRAWN BY: LAT | DRAW DATE: 12/21/20 | CHECKED BY: LHD | SCALE: 1" = 60' | FILE NAME: 9538_surdta2.dwg

CREW: YD,CW,WB | FIELD DATE: 10/15/19 | F.B./PG.: 213/2-4 | SHEET 5 OF 6

Drawing name: k:\JWDS\9538 Ormond Gateway Sub_Survey_Civil 3D-JWDS\9538_surdta2.dwg Sheet 5 Sep 01, 2022 12:48pm by: Mark C.W. Dowst

Drawing name: k:\JWDS\9538 Ormond Gateway Sub_Survey_Civil 3D-JWDS\9538_surdta2.dwg Sep 01, 2022 12:48pm


DETAIL B
COMPENSATION STORAGE AREAS PER OFFICIAL RECORDS BOOK 8022, PAGE 723 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
0 30 60 120
1 INCH = 60 FEET
COMPENSATING STORAGE C-2 (O.R.B. 8022, PG. 723)
COMPENSATING STORAGE C-3 (O.R.B. 8022, PG. 723)
FLORIDA EAST COAST RAILROAD (100' R/W)
FLOOD ZONE X
APPROXIMATE FLOOD ZONE LINE (TYP)
N49°45'10"W 1214.58'
N49°45'10"W 1121.97'
DEMONSTRATION GARDEN
BLOCK 66
REVISED PLAT OF NATIONAL GARDENS
M.B. 10, PG. 250-252
PARCEL 2
(6.974 ACRES)
PARCEL NO. 3136-01-66-0011
AA ACCURATE TRUCK & TIRE REPAIR, INC.
O.R.B. 5283, PAGE 165
PARCEL NO. 3136-01-66-0070
DESTINATION INTERCHANGE, LLC
O.R.B. 6799, PAGE 3629
O.R. BOOK 6799 PAGE 3629
POINT OF BEGINNING
SEC 35-13-31
BLOCK 66
REVISED PLAT OF NATIONAL GARDENS
M.B. 10, PG. 250-252
FLAGLER ROAD (60' R/W)
S49°47'59"E 737.91'
N89°51'59"E 46.35'
N89°51'59"E 457.48'
S40°12'01"W 30.00'
S40°12'01"W 150.00'
S40°12'01"W 147.02'
S40°14'50"W 326.55'
N49°45'10"W 829.17'
N49°45'10"W 829.50'
N 1/4 CORNER, SEC 35-13-31
FND 4"x4" CM (BROKEN) CCR NO. 0002505
O.R. BOOK 7198 PAGE 1671
ROAD (60' R/W)
REVISIONS
F.B. / PG. | DATE | BY | DESCRIPTION | CKD
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999
OFFSITE COMPENSATION STORAGE AREA DETAIL SHEET
PROJECT # 953B
DRAWN BY: LAT
DRAW DATE: 09/01/22
CHECKED BY: LHD
SCALE: 1" = 60'
FILE NAME: 953B_suratta2.dwg
CREW: N/A
FIELD DATE: N/A
F.B./PG.: N/A
SHEET 6 OF 6

DRAFT

Planning Board minutes from

March 9, 2023

ITEM:

SE 2023-025

Ormond Gateway Preliminary Plat, revision to 8 lots

B. PP 2023-025, Ormond Gateway Preliminary Plat

Mr. Spraker, Planning Director, stated that PP 2023-025 is a request from Mr. Luke Kilic, P.E. of Zev Cohen and Associates, on behalf of the property owner, Destination Interchange, LLC., for a preliminary plat for an 18.17 acre property located at 1670 North U.S. Highway 1, 1662 North U.S. Highway 1, and no address (Volusia County parcel number 3136-01-66-0070) for an eight-lot commercial subdivision with associated site improvements. Mr. Spraker explained that the proposal is to take a large parcel and subdivide it into smaller parcels for a commercial subdivision. He added that the zoning is in the B-7 zoning district. This property came before the Board prior for a three-lot subdivision. The uses planned for at that time did not workout, therefore the proposal is for a maximum of an eight-lot subdivision located directly across from Destination Daytona Boulevard. Mr. Spraker stated that there are subdivision improvements planned for such as a common area, 15 percent open-space, and stormwater. Two historic trees onsite are being preserved and the clearing will be done only for the subdivision improvements and would only take place where the stormwater pond, compensating storage, and for the utility work. Mr. Spraker added that each property will have their own site plan and if they need a public hearing approval for a use that is not allowed in the B-7 zoning district, that particulate individual site plan, can come back before the Planning Board, otherwise the Site Plan Review Committee (SPRC) can approve. Mr. Spraker concluded that staff recommends approval.

Chairman Thomas opened it up to the Board for discussion.

Mr. Galloway asked if this site was previously proposed to be a gas station. Mr. Spraker replied that it was planned for a RaceTrac Convenience Store at one time.

Ms. Shull asked Mr. Spraker about the road construction, including the ingress and egress with the new Interchange taking place. Mr. Spraker answered that this parcel would not have any impacts in regards to the Interchange. As with other subdivisions, the plan is to establish a construction entrance, clear, grade and fill for the stormwater and then do the utility work. Each site plan will come in as its own project. It was discussed and determined that the road will not be widened at this parcel area, but that there will be turn lanes and sidewalks as improvements to the existing right-of-way (ROW). A new right-of-way (ROW) will not be dedicated.

Applicant's presentation

Mr. Like Kilic, Project Manager, Zev Cohen & Associates, 300 Interchange Boulevard, explained that the previous proposed site plan for the RaceTrac Convenience Store was planned at that time for lots 2, 3A, 3B, 3C, but did not go through due to the landscape buffer requirements. Another convenience store and gas station is now contracted to go on lot 2. Restaurants and or retail spaces are anticipated to go in as well in the future.

The rail-lines were discussed for the railroad and it was determined that the site will not be of impact.

DRAFT

Ms. Shull inquired about the offsite storage site for water for the proposed project. Mr. Kilic clarified that based on the total flood zone impacts on the site, there is limited area to provide compensating storage on the property. The property owner purchased the parcel from Ormond Crossings, directly behind the site, where additional compensating storage will be provided for a dry depressional area. No runoff from the site will be conveyed into it. During the 100-year flood event it will capture the amount of storage needed. It was further explained that geo-technical borings were done for drainage.

It was discussed and determined that a lot of landscaping is being preserved due to the 36' greenbelt buffer requirement in the front of the property.Additional landscaping is also planned for this area along U.S. Highway 1.

Chairman Thomas opened it up to the Board for discussion and entertained a motion.

Mr. Scudiero motioned to approve PP 2023-025, Ormond Gateway Preliminary Plat. Mr. Railsback seconded it. Vote was called, and the motion was approved (7-0).

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Meeting Date: 4/18/2023	**AGENDA ITEM**		**Number:** 9.A
Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	**Res./Ord. No:**	
Strategic Goal:	Quality of Life – Other		
Department :	Public Works - Engineering		
Subject:	Andy Romano Beachfront Park Repair Options		
Budget Impact:	Repairs are estimated to cost $1,800 per foot for a total of approximately $1,260,000. The City will be responsible for 12.5%, approximately $157,500, of the cost to repair the seawall; Federal Emergency Management Agency and the State of Florida will reimburse the City for the remaining amount. The City's match will be provided from the General Fund Reserves.		
Summary:	As a result of Hurricane Nicole, the seawall at ARBFP experienced a partial failure. The seawall was inspected by a structural engineer, who determined that the damaged wall is not repairable and does not meet current codes. A structural engineer has provided recommendations for repair of the seawall at Andy Romano Beachfront Park including the use of a Cantilever wall.		
Recommended Action:	Staff will update the Commission on the process to repair the damage to the seawall and beach access ramp at ARBFP.		
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292		

Approval:

Kelly McGuire, Finance Director	3/20/2023	Kelly A. McGuire
Claire Whitley, Assistant City Manager	4/12/2023	
Joyce Shanahan, City Manager	4/12/2023	Joyce Shanahan

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: Shawn Finley, Public Works Director

Date: April 18, 2023

Subject: Andy Romano Beachfront Park Repair Options

Commission Goal: Quality of Life – Other

Introduction

This is a discussion item about the post hurricane repairs at Andy Romano Beachfront Park.

Background

As a result of Hurricane Nicole, the seawall at Andy Romano Beachfront Park (ARBFP) experienced a partial failure. The seawall was inspected by a structural engineer, who determined that the damaged wall is not repairable and does not meet current codes.

Discussion

City staff working with consulting engineers have evaluated the structural damage to the seawall and beach access ramp at Andy Romano Beachfront Park. The structural engineer has provided a recommendation for wall replacement of the wall to meet current building codes.

Staff will discuss the use of a cantilever wall system, held in place by deeply embedding precast concrete wall planks into the sand. The proposed design would allow for the wall to be installed from the beach, minimizing the impact of construction on park activities and visitors. With this wall replacement, a new ADA compliant ramp will be integrated into the park. The proposed ramp is constructed of concrete and located on the north side of the park to better withstand the effects of tides and hurricanes on the park.

Budget Impact

Repairs are estimated to cost $1,800 per foot for a total of approximately $1,260,000. The City will be responsible for 12.5%, approximately $157,500, of the cost to repair the

seawall; Federal Emergency Management Agency and the State of Florida will reimburse the City for the remaining amount. The City's match will be provided from the General Fund Reserves.

Citizen Impact

There are no citizen impacts at this time.

Recommendation

Staff will update the Commission on the process to repair the damage to the seawall and beach access ramp at ARBFP.

Attachments:

Approvals:

Kelly A. McGuire

Kelly McGuire, Finance Director — Date: March 20, 2023

Claire Whitley, Assistant City Manager — Date: April 12, 2023

Joyce Shanahan

Joyce Shanahan, City Manager — Date: April 12, 2023